



**ANDERSON  
COUNTY**  
SOUTH CAROLINA

**Tommy Dunn**  
Chairman  
Council District 5

**Ray Graham**  
Vice Chairman  
Council District 3

**Craig Wooten**  
Council District 1

**Gracie S. Floyd**  
Council District 2

**Brett Sanders**  
Council District 4

**Jimmy Davis**  
Council District 6

**M. Cindy Wilson**  
Council District 7

**Lacey A. Croegaert**  
Clerk to Council

**Rusty Burns**  
County Administrator

**AGENDA  
ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING**

**November 19, 2019 at 6:00 PM  
Historic Courthouse – Council Chambers – Second Floor  
Chairman Tommy Dunn, Presiding**

**1. CALL TO ORDER:**

**2. RESOLUTIONS:**

- a. R2019-044:** A resolution to recognize and honor Coach Gary Dean Adams and Mrs. Kathy Adams for their exceptional commitment and dedication in mentoring and coaching students and athletes in the Starr-Iva community for over 43 years.  
Mr. Ray Graham (allotted 5 minutes)
- b. R2019-053:** A resolution to recognize and honor the Craytonville Fire Department and its volunteer firefighters for fifty years of dedicated service to its residents.  
Mr. Ray Graham (allotted 5 minutes)

**3. ADJOURNMENT:**

**AGENDA  
ANDERSON COUNTY COUNCIL  
REGULAR MEETING**

**November 19, 2019 at 6:30 PM  
Historic Courthouse – Council Chambers – Second Floor  
Chairman Tommy Dunn, Presiding**

**1. CALL TO ORDER:**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE:**

Ms. Gracie S. Floyd

**3. APPROVAL OF MINUTES:**

Special Call October 30, 2019, and November 5, 2019

**4. CITIZENS COMMENTS:** Agenda Matters only

**5. Resolution:**

- a. R2019-054:** A resolution of Anderson County Council to request the assistance of the Anderson County Legislative Delegation to the South Carolina General Assembly and the South Carolina Department of Transportation (SCDOT) to address increased litter on State-Maintained Roadways in Anderson County.  
Ms. M. Cindy Wilson (allotted 5 minutes)

**6. KEEP ANDERSON BEAUTIFUL:**

Ms. Lee Harris (10 minutes)

**7. Resolution:**

- a. R2019-055:** A resolution to support the Atlanta to Charlotte Passenger Rail Corridor Investment Plan.  
Ms. Gracie S. Floyd (allotted 5 minutes)

**8. ORDINANCE THIRD READING:**

- a. 2019-048 Project Santa Hat:** An ordinance authorizing the execution and delivery of a Fee-in Lieu of Ad Valorem Tax and Incentive Agreement by and between Anderson County, South Carolina and Santa's Hat Solar, LLC to provide for payment of a Fee-in-Lieu of Taxes; authorizing the inclusion of a project Site in a Multi-County Business Park; authorizing certain Special Source Revenue Credits. (Project Santa's Hat)  
**PUBLIC HEARING-NO TIME LIMITS** Mr. Burriss Nelson (allotted 5 minutes)

**9. ORDINANCE SECOND READING:**

- a. 2019:053:** An ordinance to amend the zoning map to rezone +/- 2.00 acres at 5351 Copeland Road from R-A (Residential-Agricultural) to C-1R (Rural Commercial), TMS #222-00-14-006. (District 7)  
Dr. Jeff Parkey (allotted 5 minutes)
- b. 2019-055:** An ordinance imposing a prohibition on certain motor vehicle traffic on Sullivan Road (C-09-0084).  
Mr. Tommy Dunn (allotted 5 minutes)

- c. **2019-056:** An ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park.  
(Various Greenville and Anderson County Projects) Mr. Burriss Nelson (allotted 5 minutes)

**10. ORDINANCE FIRST READING:**

- a. **2019-057:** An ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the Park  
(Project Santa's Hat). Mr. Burriss Nelson (allotted 5 minutes)

**11. REPORT FROM THE SHOP COMMITTEE MEETING HELD ON TUESDAY, NOVEMBER 12, 2019:**

Chairman Jimmy Davis (allotted 15 minutes)

4. Discussion of Recommendation to County Council

**12. REPORT FROM FINANCE COMMITTEE MEETING HELD MONDAY NOVEMBER 18, 2019:**

Chairman Craig Wooten (allotted 15 minutes)

3. Bid #20-021 Haynie Park Wall
4. Purchase of Mail Room Postage Machine
5. Update on Current & Upcoming Debt
6. Transfer
7. Funding needed to Complete Green Pond Phase II
8. Dolly Cooper Improvements
9. Executive Session- Discussion of Proposed Purchase of Real Property in Anderson County

**13. APPOINTMENTS:** None

**14. REQUESTS BY COUNCIL:**

- Anderson Area YMCA- District 1  
Palmetto Knights- District 2 & 4  
Greater Easley Chamber of Commerce- Powdersville Business Council -D6  
Tackling the Streets- All Districts

**15. ADMINISTRATORS REPORT:**

(allotted 2 minutes)

- a. Building and Codes Report
- b. Special Projects
- c. Paving
- d. Sheriff's Report

**16. CITIZENS COMMENTS:**

**17. REMARKS FROM COUNCIL:**

**18. ADJOURNMENT:**

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event.

For assistance please contact the Clerk to Council at 864-260-1036.

**RESOLUTION #R2019-044**

**A RESOLUTION TO RECOGNIZE AND HONOR COACH GARY DEAN ADAMS AND MRS. KATHY ADAMS FOR THEIR EXCEPTIONAL COMMITMENT AND DEDICATION FOR MENTORING AND COACHING STUDENTS AND ATHLETES IN THE STARR- IVA COMMUNITY FOR OVER 43 YEARS; AND OTHER MATTERS RELATED THERETO.**

**Whereas**, Coach Gary Dean Adams and Mrs. Kathy Adams have had an amazing coaching career in both Softball and Basketball. Coach Adams was the Men's Basketball Coach, as well as, the Girl's Fast pitch Softball Coach at Crescent High School since 1977. Mrs. Adams served as a Guidance Counselor, friend and as a fixture at Crescent High School, attending all basketball and softball games with Coach Adams. They are a shining example for many student athletes and others who have had the pleasure of playing for them, coaching with them, against them or just being in their presence; and,

**Whereas**, Coach Adams was hired at Crescent High School in 1977 to coach men's basketball but was also offered the job to start the girl's fast pitch softball team. He coached Men's Basketball from 1977-1996 ending his basketball coaching career with a record of 258-155. He coached his teams to the AA Boys State Champions in 1983 and 1986, and the AA Boys State Runner up Champions in 1985; and,

**Whereas**, in 1977, Coach Adams and Mrs. Adams began building the dynasty that has come to be known as Crescent Lady Tiger Softball, the first ever ladies softball team at Crescent High School. During his career from 1977-2019, Coach Adams has an outstanding win loss record of 1043 wins and only 169 losses. He has 34 Region Championships with 33 of those being consecutive Region Championships. He and his teams hold the National Record for the most State Championships with a total of 19 of which 11 of those were Consecutive State Championships from 1987-1997. In addition to the State Championships, he has 8 State Runner up Championships; and,

**Whereas**, in 1991 and 2002, Coach Adams was named the National Coach of the Year. In 1997, he was inducted into the SCACA Hall of Fame, and the NFHS Hall of Fame in 2002; and,

**Whereas**, In 1995, Coach Adams, Mrs. Adams, members of the softball team, coaches, parents and community members raised over \$50,000.00 in an effort to build a "Field of Dreams" at Crescent High School. All the former teams had to travel to Iva to practice and play on one of the Town of Iva fields. During the Opening Ceremonies, the field was dedicated and named the Gary D. Adams Softball Field with Coach Adams' parents and other family members there to share in this great accomplishment; and

**Whereas**, in 2015-2016, Coach Adams was inducted into to the Crescent High School/New Deal School Hall of Fame as an inaugural member, and in 2018, he was inducted into the Gaston County Sports Hall of Fame where he grew up; and,

**Whereas**, in 2019, after announcing his retirement, Coach Adams made one request of the Anderson School District 3 Board...that the field be renamed to bear the name of his wife and lifelong supporter; so on June 10, 2019 the field was renamed the Gary and Kathy Adams Softball Field. A new scoreboard will be erected displaying the new name and showing the lifelong commitment this team has made on the Starr Iva community; and,

**Whereas**, Coach Gary Adams and Kathy Adams have been fixtures in the Starr-Iva Community and on many softball fields for over 43 years. Their influence on the players who have been fortunate enough to play for them will never be able to be measured. Most all little girls who grow up playing softball in the Starr Iva community dream of one day playing on that "Field of Dreams" and being part of the Tiger softball legacy that Gary and Kathy Adams have built for this community; and,

**Whereas**, the Anderson County Council is grateful to Coach Gary Adams and Kathy Adams for being an inspiration, and shaping the lives of many students, and athletes. We appreciate your dedication, leadership, and personal commitment to our youth during your lifetime of service and many contributions to the Starr-Iva community and Anderson County. We congratulate you on your retirement and wish you the best as you begin this new chapter of your life.

**RESOLVED** in a meeting duly assembled this 19th day of November 2019.

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Tommy Dunn  
District Five

**ATTEST:**

\_\_\_\_\_  
Ray Graham  
District Three

\_\_\_\_\_  
Rusty Burns  
County Administrator

\_\_\_\_\_  
Lacey Croegaert  
Clerk to Council

**A RESOLUTION TO RECOGNIZE AND HONOR THE CRAYTONVILLE FIRE DEPARTMENT AND ITS  
VOLUNTEER FIREFIGHTERS FOR FIFTY YEARS OF DEDICATED SERVICE TO ITS RESIDENTS;  
AND OTHER MATTERS RELATED THERETO.**

**Whereas**, the Anderson County Council considers it a privilege to recognize and celebrate the Craytonville Fire Department and its members for fifty years of steadfast and excellent service; for their call to duty in safeguarding the lives of their fellow citizens and their properties in their community and for making Anderson County a safer, better place to live and work; and,

**Whereas**, the Craytonville Fire Department began operations in 1969 at a station located at the fork of Highway 20 and Trail Road in Belton, South Carolina. The station consisted of fifteen members, ten radios and three fire trucks; and,

**Whereas**, in 1978 the department added four new bays, and transformed the old bays into a meeting and dayroom for the firemen. In 1991, a fifth bay was added to house a new pumper, and in 2001 the station added a 2,500 – gallon tanker to the fleet; and,

**Whereas**, in 2007, a rescue truck equipped with extrication tools was added to the department when the department began assisting rescue squads with extractions; and,

**Whereas**, in 2017 the Craytonville firemen built a substation in the community to decrease response times, allowing the department to provide the best emergency services possible; and,

**Whereas**, the Craytonville Fire Department through the dedication of its countless volunteers and the support of the community has evolved to provide the highest level of fire and rescue services to its residents and all citizens of Anderson County; and,

**Whereas**, the Craytonville Fire Department led by Chief Chris Branyon and its thirty-five volunteer firefighters provide an instrumental and invaluable commodity in protecting lives and property for our citizens; a personal compassionate service that is not taken lightly, rather executed courageously and fearlessly with safety of others at the forefront of every call; and,

**Whereas**, Anderson County Council recognizes that the key to success in a community is its people especially those who demonstrate qualities of dedication and servant leadership; stepping forward to guide, direct and energize the community, often at a considerable sacrifice; and,

**Whereas**, Anderson County Council and the residents of Anderson County are pleased to recognize and celebrate the Craytonville Fire Department and its members for fifty years of dedicated service to the community; the Anderson County Council is especially appreciative of the volunteer firefighters and their willingness to sacrifice their time and self to protect the citizens of Anderson County.

**RESOLVED** in meeting duly assembled this **19th** day of **November, 2019**.

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Tommy Dunn, Chairman  
District Five  
**ATTEST:**

\_\_\_\_\_  
Ray Graham  
District Three

\_\_\_\_\_  
Rusty Burns  
County Administrator

\_\_\_\_\_  
Lacey Croegaert  
Clerk to Council

State of South Carolina )

County of Anderson )

ANDERSON COUNTY COUNCIL

SPECIAL CALLED MEETING

OCTOBER 30, 2019

IN ATTENDANCE:

TOMMY DUNN, CHAIRMAN

GRACIE FLOYD

RAY GRAHAM

CRAIG WOOTEN

BRETT SANDERS

JIMMY DAVIS

M. CINDY WILSON

ALSO PRESENT:

RUSTY BURNS

LEON HARMON

LACEY CROEGAERT

1 TOMMY DUNN: I'd like to welcome everyone  
2 here. At this time I'd like to ask Councilman Jimmy Davis if  
3 he'll lead us in invocation and pledge of allegiance. If we'd  
4 all rise, please.

5 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS**

6 TOMMY DUNN: At this time do we have a  
7 motion to go into executive session for contractual matters  
8 regarding public safety and public administration software  
9 agreements?

10 CINDY WILSON: So moved.

11 TOMMY DUNN: Motion Mr. Sanders; second Ms.  
12 Wilson. All in favor of motion show of hands. Opposed like  
13 sign. Show the motion carries. Let's step back here.

14 **EXECUTIVE SESSION**

15 TOMMY DUNN: ... meeting back in order.

16 CINDY WILSON: Mr. Chairman, may I make the  
17 motion that we come out of executive session, having received  
18 information regarding contractual matters involving public  
19 safety and public administration software agreements, with no  
20 action taken.

21 TOMMY DUNN: Have a motion Ms. Wilson. Have  
22 a second?

23 JIMMY DAVIS: Second.

24 TOMMY DUNN: Second Mr. Davis. All in favor  
25 of the motion show of hands. Motion carries.

26 Now do we have a motion on the floor?

27 RAY GRAHAM: Mr. Chairman? Mr. Chairman,  
28 I've got a motion to approve contracts with Central Square for  
29 software agreements related to public safety and public  
30 administration software. I bring this in the form of a  
31 motion.

32 CINDY WILSON: Second.

33 TOMMY DUNN: Motion Mr. Graham; second Ms.  
34 Wilson. Any discussion?

35 I'd just like to say for the record that I really  
36 appreciate all the hard work that the county staff has done.  
37 Mr. Williamson and his staff and all what they've done. It's  
38 been a long time coming. I think in the long run it's going  
39 to be better for the staff. And I know it's going to be  
40 better for the citizens of Anderson County. I know we're  
41 going to have some hiccups and bumps in the road, but I do  
42 look forward to getting this implemented. And my only regret  
43 is it's going to take us eighteen months, but we want to make  
44 sure it's done right. Hope we can get done quicker. Anyone  
45 else?

46 CINDY WILSON: I just wanted to say likewise.  
47 It's been a long, long time coming, and I appreciate all the  
48 work everybody did.

49 TOMMY DUNN: All in favor of the motion show  
50 of hands. All opposed like sign. Show the motion carries

Meeting will be adjourned.

(MEETING ADJOURNED AT 12:39 P.M.)

State of South Carolina )

County of Anderson )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING

NOVEMBER 5, 2019

IN ATTENDANCE:  
TOMMY DUNN, CHAIRMAN  
RAY GRAHAM  
BRETT SANDERS  
CRAIG WOOTEN  
CINDY WILSON  
JIMMY DAVIS

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to  
2 call the November the 5th special presentations county  
3 council meeting to order. Welcome each and every one  
4 of you. Thank y'all for coming out tonight.

5 We'll start off with Resolution 2(a), 2019-047.  
6 This will be from all council members. Councilman  
7 Craig Wooten.

8 CRAIG WOOTEN: Yes, sir.

9 THIS IS A RESOLUTION TO RECOGNIZE AND HONOR FAITH  
10 LINE UPON HER INDUCTION INTO THE SOUTH CAROLINA LIBRARY  
11 ASSOCIATION HALL OF FAME.

12 WHEREAS, Faith Line, a Kentucky native and South  
13 Carolina resident since 1970, holds a Bachelor of  
14 Science in History from Charleston Southern University,  
15 a Master of Library Science from the University of  
16 South Carolina, and a Master of Public Administration  
17 from Troy University, and has served as Director of  
18 the Anderson County Library System since 2007; and

19 WHEREAS, the South Carolina Library Association  
20 Hall of Fame recognizes outstanding individuals with a  
21 longstanding, distinguished record of professional  
22 achievements and significant accomplishments who have  
23 made substantial, lasting contributions to the  
24 development of library and information services in  
25 their local community, the state of South Carolina, or  
26 the nation; and

27 WHEREAS, Line has a track record of excellence in  
28 library leadership in South Carolina over a career that  
29 has spanned more than thirty years, including service  
30 in the Pickens County Library System, as Director of  
31 the Sumter County Library System, and, since 2007, as  
32 Director of the Anderson County Library System, where  
33 she has overseen improvements and renovations of six  
34 Anderson County Library branches, led innovative  
35 initiatives like the addition of fishing equipment to  
36 Library inventory that patrons can borrow, and has been  
37 instrumental statewide in establishing consortiums of  
38 South Carolina libraries, first with Palmetto Polaris  
39 group and then with SCLENDS, allowing twenty South  
40 Carolina libraries to share materials and greatly  
41 expanding the resources available to Anderson County  
42 citizens; and

43 WHEREAS, Line, in addition to her service at the  
44 Library, gives of her time and expertise to  
45 organizations such as the Alston-Wilkes Society, First  
46 Steps, Foothills Alliance, United Way, Anderson Area  
47 Chamber of Commerce, Anderson University Lifelong  
48 Learning, and Rotary International and received the  
49 2018 Athena Award for professional excellence,  
50 community service, and active assistance of women in

1 their attainment of professional excellence and  
2 leadership skills.

3 BE IT THEREFORE RESOLVED, in meeting duly assembled  
4 this fifth day of November 2019, to take effect and be  
5 in force immediately upon enactment, that the Anderson  
6 County Council recognizes and honors Faith Line for her  
7 service to Anderson County and the State of South  
8 Carolina through her achievements in the field of  
9 librarianship and congratulates on her induction into  
10 the South Carolina Library Association Hall of Fame.

11 Mr. Chairman, I put that in the form of a motion.

12 CINDY WILSON: Second.

13 TOMMY DUNN: Motion. Do we have a  
14 second?

15 BRETT SANDERS: Second.

16 TOMMY DUNN: Discussion? Second Mr.  
17 Sanders; I'm sorry. Do we have discussion?

18 CRAIG WOOTEN: I just want to say as a  
19 lifelong Andersonian, my parents took me to the  
20 Anderson County Library, and I know the impact that it  
21 makes in this community. I was talking to my wife  
22 about it tonight, and you know, people joke  
23 historically -- they even say historically that, you  
24 know, the gun is the great equalizer. I'd make an  
25 argument that the library is the great equalizer  
26 because it gives everybody in our community access to  
27 learning and about whatever topic they want; either for  
28 entertainment or for professional development. It's a  
29 wonderful resource. And for Ms. Line to have this  
30 honor bestowed up on her from her peers and the  
31 association is just a testament to the great work she's  
32 done for our county.

33 TOMMY DUNN: Thank you. Ms. Wilson.

34 CINDY WILSON: Very quickly to repeat  
35 what Mr. Wooten said and also to recognize what a  
36 treasure Ms. Line and her staff are to our county. I  
37 remember going to the reference desk with help for my  
38 daughter. And the library is just an incredible asset  
39 for the county. And I, like you, started at a very  
40 early age, my mother taking me to the library and we'd  
41 check out books every summer and be done in two or  
42 three days and have to make another trip down there.  
43 It is just a wonderful place. So we're very proud of  
44 our library. Thank you.

45 TOMMY DUNN: Thank you, Ms. Wilson.  
46 Anyone else? I'd just like to say, Ms. Line, this is  
47 greatly deserved. Appreciate you getting it and  
48 Anderson County is very fortunate and very lucky to  
49 have you leading our library system. Very fortunate  
50 since I've been on council now going on eleven years,

1 you've done an outstanding job and before I got on  
2 council you did an outstanding job. And I just want to  
3 say we really do appreciate it. We might not be able  
4 to go to all the events because we have a lot going on  
5 at the library, thank goodness. That don't mean we  
6 don't support you and think about you. We do  
7 appreciate what all you do. The library does a great  
8 job for the citizens of Anderson County. It's run very  
9 good. We get very few comments but the comments we do  
10 get is always very positive. Thank you very much.

11 All in favor of the motion show of hands. Opposed  
12 like sign. Show the motion carries unanimously with  
13 the council members here and Ms. Floyd is absent  
14 tonight.

15 Moving on now to item number 2(b), be Resolution  
16 R2019-048, A RESOLUTION TO RECOGNIZE AND HONOR ANNIE  
17 SUTTON UPON HER SELECTION AS THE 2019 RECIPIENT OF THE  
18 SOUTH CAROLINA LIBRARY ASSOCIATION OUTSTANDING  
19 LIBRARIAN AWARD.

20 Mr. Sanders.

21 BRETT SANDERS: Yes, sir.

22 WHEREAS, Annie Sutton, an Indiana native, holds a  
23 Bachelor of Arts in English Literature with minors in  
24 Psychology and Business and a Master of Library  
25 Science, both from Indiana University, and currently  
26 serves as Head of Access Services for the Anderson  
27 County Library System, overseeing staff and operations  
28 in all ten branches of the Library, after having served  
29 in progressively responsible roles, including Reference  
30 Librarian, Teen Librarian, Branch Manager, Head of  
31 Extension, and, now, Head of Access Services, since  
32 she began her career with the Library in 2006; and

33 WHEREAS, the South Carolina Library Association  
34 Outstanding Librarian Award recognizes and honors a  
35 mid-career librarian who has initiated or developed an  
36 imaginative or creative program, service, or work of  
37 enduring value for the effective use of or increased  
38 interest in libraries or a particular library with  
39 contributions including excellence in leadership,  
40 significant professional writing, instrumental role in  
41 building programs, or promotion of the profession  
42 through teaching or influence; and

43 WHEREAS, Sutton, throughout her distinguished  
44 career with the Anderson County Library System, has led  
45 the Library in innovative initiatives and improvements,  
46 including spearheading the establishment of  
47 dedicated teen library services through the Jonathan  
48 Gambrell Teen Room, managing multiple major branch  
49 library renovation projects and a reworking of the  
50 Anderson Main Library for improved accessibility to the

1 fiction, audio/visual, and magazine collections, and  
2 creating community outreach programs that have brought  
3 thousands into the Library and significantly increased  
4 library card sign-ups; and

5 WHEREAS, Sutton, in addition to her service at the  
6 Library, is active in the Anderson community,  
7 volunteering her time at the United Way, the LOT  
8 Project, PAWS Animal Shelter, and other organizations;

9 BE IT THEREFORE RESOLVED, in meeting duly assembled  
10 this 5th day of November 2019, to take effect and be in  
11 force immediately upon enactment, that the Anderson  
12 County Council recognizes and honors Annie Sutton for  
13 her service to Anderson County and the State of South  
14 Carolina through her achievements in the field of  
15 librarianship and congratulates her on her selection as  
16 the 2019 recipient of the South Carolina Library  
17 Association Outstanding Librarian Award.

18 I'd like to put that in the form of a motion.

19 TOMMY DUNN: Have a motion Mr.  
20 Sanders; second Ms. Wilson. Any further discussion?

21 I'd just like to say that we are very blessed. Ms.  
22 Wilson said her thing and very fortunate to have the  
23 staff that we have and people that care about what they  
24 do. Very fortunate and very appreciative of what  
25 happens and goes at the library and very thankful that  
26 we have great people like Ms. Sutton on our staff. We  
27 really do appreciate the job they're doing. Anyone  
28 else? All in favor of the motion show of hands.  
29 Opposed like sign. Show the motion carries  
30 unanimously.

31 At this time we'd ask Ms. Faith and Ms. Sutton to  
32 step up.

33 **APPLAUSE**

34 **PRESENTATION OF RESOLUTION**

35 FAITH LINE: I just want to thank you  
36 all for this. This was a lovely honor. It was very  
37 unexpected and I appreciate it greatly. And thank you  
38 for the support. If you all had not supported the  
39 library as you have over the years, we would not be in  
40 the shape we are. So it's due to the fact that you all  
41 support the library and realize the importance of it,  
42 and we appreciate that greatly. Thank you.

43 **APPLAUSE**

44 TOMMY DUNN: At this time we'll be  
45 moving on to item number 2(c), R2019-049. Vice  
46 Chairman Graham.

47 RAY GRAHAM: Thank you, Mr. Chairman.  
48 Mr. Chairman, I bring this resolution in the form of a  
49 motion. It's R2019-049.

50 THIS IS A RESOLUTION IN SUPPORT OF THE CITY OF

1 BELTON AND THE BELTON AREA MUSEUM ASSOCIATION'S JOINT  
2 EFFORTS TO ESTABLISH THE SOUTH CAROLINA MUSEUM OF  
3 NATURAL HISTORY WITHIN BELTON'S CITY LIMITS.

4 WHEREAS, the Belton Area Museum Association,  
5 founded in 1975, collects, exhibits, preserves, and  
6 interprets the artifacts, sites, antiquities, and  
7 genealogical, archival, cultural, and natural history  
8 of Belton, Anderson County, and the State of South  
9 Carolina, operating the Ruth Drake Museum, the South  
10 Carolina Tennis Hall of Fame, the North End Gallery, a  
11 gift shop and a performance venue, all housed in the  
12 historic Belton Train Depot; and

13 WHEREAS, the City of Belton and the Belton Area  
14 Museum Association have worked in close partnership for  
15 many years to complete a multitude of projects, the  
16 latest of which is the proposed creation of the South  
17 Carolina Museum of Natural History within Belton's city  
18 limits; and

19 WHEREAS, the stated vision of the proposed South  
20 Carolina Museum of Natural History is to become an  
21 educational resource for students across South  
22 Carolina, providing one-on-one experiences with animal  
23 mounts, fossils, and gemstones native to the state of  
24 South Carolina and from around the world; and

25 WHEREAS, the City of Belton and the Belton Area  
26 Museum Association have approached Anderson County  
27 Council for guidance and general support in their joint  
28 efforts to create the proposed South Carolina Museum of  
29 Natural History;

30 BE IT THEREFORE RESOLVED in a meeting duly  
31 assembled this 5th day of November, 2019 that the  
32 Anderson County Council, on behalf of the citizens of  
33 the County, expresses its support for the City of  
34 Belton and the Belton Area Museum Association in their  
35 efforts to create the proposed South Carolina Museum of  
36 Natural History within Belton's city limits.

37 Mr. Chairman, I bring this forth in the form of a  
38 motion.

39 TOMMY DUNN: Have a motion. Do we  
40 have a second? Second Mr. Sanders. Any discussion?  
41 All in favor of the motion show of hands. Opposed like  
42 sign. Show the motion carries unanimously.

43 RAY GRAHAM: Mr. Chairman, if we could  
44 I know we've got Ms. Darby and Ms. Abigail Burden here  
45 tonight. If you guys can come up we'd like to present  
46 this to you.

47 **PRESENTATION OF RESOLUTION**

48 **APPLAUSE**

49 ABIGAIL BURDEN: I would like to take this  
50 opportunity to thank the county council for their

1 support, not only in this endeavor but in other  
2 endeavors that you've supported the museum throughout  
3 the years. This endorsement will join those from our  
4 city. We've also met with some state agencies down in  
5 Columbia. And all of this will go together to put  
6 forth a packet that our state legislators will be  
7 presenting to the legislature to be on the agenda for  
8 the 2020 legislative season. Thank you.

9 **APPLAUSE**

10 TOMMY DUNN: At this time that will  
11 conclude this portion or part of our council meeting.  
12 We'll adjourned. We'll meet back here at 6:30 to start  
13 our regular council meeting.  
14

15 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:16 P.M.)**

State of South Carolina    )  
County   of       Anderson    )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
NOVEMBER 5, 2019

IN ATTENDANCE:  
TOMMY DUNN, CHAIRMAN  
GRACIE FLOYD  
RAY GRAHAM  
BRETT SANDERS  
CRAIG WOOTEN  
CINDY WILSON  
JIMMY DAVIS

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to  
2 call the regular Anderson County Council meeting of  
3 November the 5th to order. I'd like to welcome each  
4 and every one of you here tonight and thank y'all for  
5 coming. I'd like to especially welcome, I think  
6 Leadership Anderson class here thirty-six; appreciate  
7 y'all being here. Thank y'all for coming.

8 At this time we're going to move on and I would  
9 like to ask Councilman Davis if he will lead us in  
10 invocation and pledge of allegiance. If we'd all rise,  
11 please, the ones that can.

12 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS**

13 GRACIE FLOYD: Mr. Chair?

14 TOMMY DUNN: Yes, ma'am.

15 GRACIE FLOYD: I want a personal  
16 privilege, please.

17 TOMMY DUNN: Yes, ma'am.

18 GRACIE FLOYD: Okay. Sometime really nice  
19 happened to me coming here today, and I'm not going to  
20 let it go by because it's so seldom that people think  
21 about other people. But there are two people in the  
22 audience that I really want to bring special attention  
23 to. She told me her name, but you know how I am about  
24 names. She is on the second row and she's wearing a  
25 yellow blouse. Okay. That's her. She's trying to  
26 hide her face. But when I got here today I had one of  
27 those brain things and I couldn't get the stuff out of  
28 the car and I couldn't cut my lights out on the car.  
29 But this lady came up and turned my lights out for me.  
30 She showed me how to do it. And you talking about  
31 something that was ... but she did it. She did it.  
32 And she helped me in. I want to thank her. She told  
33 me her name. What was your name again? Whitaker,  
34 okay. Mrs. Whitaker, I thank you.

35 And then there's a young lady way in the back, back  
36 there. She knows to be quiet. She was one of my  
37 students, y'all, in middle school and look at her now.  
38 She is working for Tri-County Tech, and I'm very, very  
39 proud of her. And I told her to keep that little group  
40 quiet and don't make me have to come back there. And  
41 she would do it. But thank y'all so much for coming  
42 tonight. And I thank you both from the bottom of my  
43 heart.

44 And I cannot forgot my other student from high  
45 school is here with me and I love her to death. But  
46 y'all thank you for giving me this privilege to say  
47 this tonight.

48 TOMMY DUNN: Thank you, Ms. Floyd.

49 Moving on now to approval of October 15, 2019  
50 minutes. Are there any corrections to be made? Do we

1 have a motion to move this forward?

2 CINDY WILSON: So moved.

3 TOMMY DUNN: Motion Ms. Wilson. Have a  
4 second?

5 BRETT SANDERS: Second.

6 TOMMY DUNN: Second Mr. Sanders. All in  
7 favor of the motion show of hands. Opposed like sign.  
8 Show the motion carries unanimously.

9 At this time we're going to ask for citizens  
10 comments. When Mr. Harmon calls your name, the first  
11 round is only on agenda items only. You have three  
12 minutes. When Mr. Harmon calls your name if you would,  
13 for the record, state your name and district. Mr.  
14 Harmon.

15 LEON HARMON: Mr. Chairman, first speaker  
16 is Elizabeth Fant.

17 ELIZABETH FANT: Elizabeth Fant, District 3.  
18 I'm speaking on a bunch of things tonight; number 5,  
19 number 6, finance, lots of things. Basically they all  
20 revolve around two things. One is publicizing the good  
21 things that are going on in Anderson County, and the  
22 second thing is no matter how much we want to look at  
23 the good things, we always need to look at the deficits  
24 and see where we are amiss and what we can improve on.  
25 The detention center is on there. We know we need  
26 to have improved facilities. We need to have a night  
27 court magistrate. Some of those people have been over  
28 there for almost two years waiting to be seen. That's  
29 really not good. So we're cluttering up the detention  
30 center by all these people that if they had been seen,  
31 bonded, done whatever has to be done, we wouldn't have  
32 the high numbers that we're having.

33 I also want to talk about Homeland Park. I went to  
34 the meeting that was there about a week ago. And those  
35 people are really angry. They're angry that all the  
36 assets that are going on in Anderson County, whether it  
37 be roads, street lights, safety, whatever, that their  
38 surroundings are not being looked at. Everybody else  
39 gets the goodies and Homeland Park gets nothing. Did  
40 you know the average median salary down there is  
41 twenty-one thousand dollars? That's a rough row to  
42 hoe.

43 The atax money, that's good, it's going to a lot of  
44 things to promote Anderson. We've got to realize,  
45 though, that we can't just promote the good guys or the  
46 people who already have the money, who already have the  
47 facilities; we need to be helping those that don't.  
48 I'm concerned about the website. I don't know anything  
49 about the people who are going to do it. We need to  
50 make sure that they are bonded, that they know what

1 they're doing and in the contract we have a caveat that  
2 if something goes wrong that they're responsible and  
3 that we don't pay them until it gets fixed. We don't  
4 need another Obama -- five million dollars Obamacare in  
5 the ditch website.

6 I'm glad to see that we're getting a K9 vehicle for  
7 Belton. We recently got a Belton police car. We now  
8 have a new policeman. I think we've hired a couple of  
9 new police. That helps Belton. But you've got to  
10 realize that the small towns are really at a  
11 disadvantage because they don't have this money that's  
12 being pumped into Anderson County to a lot of the  
13 facilities. And their little towns, they don't have  
14 money for roads, they don't have money for  
15 infrastructure, water, sewer and all the amenities that  
16 seem to get on the 81 side of Anderson or the Pendleton  
17 side. And we've got to step up and make sure that the  
18 small towns get their share, including when we get to  
19 the roads ---

20 LEON HARMON: Time, Mr. Chairman.

21 ELIZABETH FANT: --- that that happens, too.

22 TOMMY DUNN: Thank you, Mr. Harmon. Who  
23 you got next?

24 LEON HARMON: Next speaker is Tonya  
25 Winbush.

26 TONYA WINBUSH: My name is Tonya Winbush.  
27 I'm in District 1; Craig Wooten is my county council  
28 person. But the thing that I want to bring up is --  
29 and it was really not expounded on at the last meeting,  
30 but it is about number 8. This is the ordinance for  
31 the second reading. It's to amend Chapter 2, Article V  
32 of the Anderson County Code of Ordinances so to add a  
33 section 2-613 regarding a policy related to minority  
34 business in the procurement process, and other matters  
35 related thereto.

36 I don't even know what this is about. I would, I  
37 guess, have to dig and try to find where the Anderson  
38 County Code of Ordinances so that I could find what  
39 it's talking about. It's too vague. I need to know  
40 what -- it says the procurement process, which is  
41 purchasing process, but purchasing process of what? Of  
42 other businesses, of property in Anderson County, and  
43 other matters related thereto. I don't know what the  
44 other matters related thereto are.

45 I think I've addressed things before when  
46 Councilwoman Gracie Floyd is not here to expound on  
47 things and to slow things down, it goes really, really,  
48 really fast. I think last county council meeting I was  
49 here and she wasn't. There was a comment made that  
50 that was the fastest meeting ever. You know, just kind

1 of zoomed straight through things. And I know that  
2 some of the things can be mundane, boring, but when it  
3 comes to information and what's going on, especially  
4 when it comes to the citizens that it could affect,  
5 when I see something that says minority and I'm a  
6 minority, then I want to know what you're talking  
7 about, what's going on, especially if it's going to  
8 affect me and my community.

9 TOMMY DUNN: Mr. Harmon?

10 LEON HARMON: No one else is signed up,  
11 Mr. Chairman.

12 TOMMY DUNN: Thank you, Mr. Harmon.

13 Moving on to item number 5, South Anderson  
14 Community Development, Ms. Floyd. Ms. Floyd.

15 GRACIE FLOYD: Thank you, Mr. Chair. I  
16 have a lot to tell you and a lot to talk about tonight.  
17 But it's not going to take me the whole fifteen  
18 minutes. But I -- in my district I am responsible for  
19 the Homeland Park area. And Homeland Park is one of my  
20 -- well, in fact, they're all favorites of mine. But  
21 I've spent a lot of time in Homeland Park since I got  
22 it about seven years ago. It wasn't always mine. But  
23 I've worked very hard there. But it's a situation  
24 where the harder you work the further you get behind.  
25 And that's what's happening. I found out -- you're  
26 going to get sick of this story because I'm going to  
27 talk about it until the day I die, which won't be soon;  
28 okay? But I found out that in District 2, Homeland  
29 Park, that I have seventy-seven houses that are  
30 delapidated, burned, needs to be fixed up or people  
31 left it and abandoned the houses. I have seventy-seven  
32 houses. Okay.

33 District 1, you have five. I'll swap with you any  
34 day. You have five, according to the report that I  
35 have.

36 District 3, you have fourteen.

37 District 4, you have thirteen.

38 District 5, twenty-six.

39 District 6, six.

40 District 7, three.

41 How many do I have? Seventy-seven. All the time I  
42 have been here no one ever said that. No one ever told  
43 us that. No one ever told me that. I was devastated  
44 how much money it takes to remove a house, to tear a  
45 house down. I think -- is it thirteen thousand dollars  
46 to tear down one houses -- one house? In the budget  
47 this year they gave us, all of us, they gave us fifty  
48 thousand dollars. Fifty thousand dollars. What in the  
49 heck am I supposed to do with fifty thousand dollars?  
50 Nothing. We begged them. Then we got a hundred

1 thousand. What can I do with a hundred thousand?

2 Nothing.

3 So I came up with this brilliant idea. I had  
4 already packed my luggage. Went to talk to Mr. Burns  
5 and told Mr. Burns that I wanted him and me and some  
6 other people to go to Washington, D.C. because we are  
7 going to go and talk with -- what was his name, Mr.  
8 Burns? No, it wasn't a congressman. It was Ben -- his  
9 name is Dr. Ben somebody. What is it?

10 FEMALE: Carson.

11 GRACIE FLOYD: Carson. That's his name.  
12 I don't do names, folks. But anyway, we were going to  
13 go up there and we were going to talk to Dr. Ben Carson  
14 and we were going to come back down here with  
15 something. Well, poor Mr. Burns, he talked me out of  
16 it.

17 So we come up with another idea. Let's write a  
18 grant. We found out that the CDBG grant, that's a  
19 grant that gives folks money, different counties, to do  
20 the things with houses and community. And they did  
21 away with it for a while, but then they brought it back  
22 this year.

23 So I begged Mr. Burns to please give me, body and  
24 soul, Mr. Steve Newton. Steve Newton writes grants.  
25 And he did. I guess he was afraid not to. But he gave  
26 me Steve Newton. So Steve Newton and I brought a --  
27 some people in from the district to help us, to be our  
28 eyes, ears and anything else that we needed to get this  
29 thing done.

30 Well, the first thing we had to do was to take it  
31 to the people. And we took it to them. They were  
32 very, very pleased. They were very pleased. They want  
33 it. They're going to help us. But we are going to  
34 have to show something. I'm scared. I'm scared.  
35 Because if we don't get that grant what is poor  
36 Homeland Park going to do? A lot has been done to  
37 Homeland Park, but very little has been done for  
38 Homeland Park. Now it's time for us to get together.  
39 I don't care what district you live in. I'd like for  
40 you to come and help us get over this doing what we  
41 have to do for Homeland Park.

42 We are writing for -- I wish Steve were here  
43 tonight -- but we are writing for -- is it a three  
44 hundred thousand dollar grant? That's what it was?  
45 Five, okay, five hundred thousand dollar grant. And  
46 council members, some of you I just love to death. You  
47 ain't getting none of the money. It's all going to  
48 District 2 to clean up Homeland Park and the area down  
49 there near South Fant Elementary School and may go as  
50 far up as the streets near the old Boys and Girls Club;

1 I think it's Evergreen Street. We've got to do  
2 something. It's not fair. It's not fair what we have  
3 done.

4 Homeland Park was the end of -- the south end of  
5 Anderson County one time. They have the most wonderful  
6 people that you want to meet. Real down to earth,  
7 honest people that you want to meet. But what can they  
8 do?

9 My apology to them is that I did not know, I did  
10 not know that I had seventy-seven. Nobody told me  
11 that. Nobody. But I found out. We've started --  
12 we're about ready to go from neighborhood to  
13 neighborhood now to look at the houses to see just what  
14 has to be done. We have a demolition project, a  
15 process, in Anderson County. But out of seven  
16 districts, and each of us have a total of about twenty-  
17 two to twenty-four thousand people in each district.  
18 I'm only going to get two houses torn down unless you  
19 let me have yours. I didn't think so. But we're going  
20 to get two or three houses torn down off of that  
21 demolition project. We need the money.

22 So when it's time for you to write letters for us  
23 to get this grant, please don't hesitate. Nobody's  
24 going to hurt you. Nobody's going to take what you  
25 have. All we need is your voice when we get ready to  
26 write that letter to say this is a highly, highly  
27 needed area.

28 The young lady asked a question a few minutes ago.  
29 You will soon find out that it's related to this  
30 project that I'm going to do. All right.

31 But my name is Gracie Floyd and that's my story and  
32 I'm going to stick to it. We're going to do this.  
33 Thank you, Mr. Chair.

34 TOMMY DUNN: Thank you, Ms. Floyd.

35 Moving on to item number 6, Mr. Burns will give us  
36 an update on the detention center. I think he's got  
37 some -- I think Ms. Casey is going to give us some,  
38 too.

39 RUSTY BURNS: Mr. Chairman, we have put  
40 together our detention report -- detention center  
41 report. It's an offshoot of the Criminal Justice  
42 Coordinating Council. We have been studying  
43 extensively -- the major and the warden are handing out  
44 copies to each member of council. You have already  
45 received a preview in your boxes sometime ago. And  
46 we're going to begin with, with council's permission,  
47 to let Ms. Casey Collins go through that briefly.

48 TOMMY DUNN: Go ahead. Thank you, Mr.  
49 Burns.

50 CASEY COLLINS: Thank you, council. Thank

1 you, Mr. Burns. You guys just received phase two of a  
2 nine-phase facility development process as outlined by  
3 the National Institute of Corrections. The contents of  
4 this document analyze trends within the criminal  
5 justice system that are intended to direct facility  
6 planning. Data follows the National Institute of  
7 Corrections, observing some metrics like average daily  
8 population, average length of stay, classification, and  
9 accounts for peak populations.

10 As you move through the packet you will notice four  
11 very distinct population models; actual, low, moderate  
12 and high. This data was gleaned from the 2010 census  
13 data and preliminarily provided and reviewed by both  
14 the County Planning and Government Affairs Divisions.  
15 Based on these projection models, the Anderson County  
16 Detention Center would need to house max rated  
17 capacity, depending on which project you look at,  
18 anywhere between seven hundred to eleven hundred beds.  
19 That projection takes this facility into the year 2027.  
20 And please keep in mind our goal is to be at  
21 operational capacity, not rated capacity. So those  
22 numbers would bring us to between five sixty and eight  
23 eighty operationally.

24 Please note that these numbers are reflective of  
25 current laws, charging practices and our current rated  
26 capacity at the time. Since the needs assessment was  
27 complete, the South Carolina Department of Corrections  
28 lowered our rated capacity in the current detention  
29 center from two fifty-seven to two forty-five, which  
30 brings our operational capacity to a hundred and  
31 ninety-six individuals.

32 Today we had four hundred thirty, which puts us at  
33 a rated capacity of a hundred seventy-five percent and  
34 operational capacity of two hundred nineteen percent.

35 A feasibility study which Mr. Burns is going to  
36 provide an overview for consideration would move us  
37 into phase three, four and five, which would address  
38 site and financing options, as well as design and  
39 implementation planning. This would incorporate  
40 architects, technical assistance and subject matter  
41 experts to help guide through the planning and  
42 development process for your consideration.

43 Thank you.

44 RUSTY BURNS: Thank you, Casey. And with  
45 that, Mr. Dunn, I believe every member of council has  
46 expressed this desire that it is now time to do  
47 something about the jail. And the first step that we  
48 would request from council is that we would be allowed  
49 to do a feasibility study.

50 Staff has done a great deal of background work on

1 this and we've had numbers from one hundred twenty  
2 million dollars to build a jail to twenty million  
3 dollars to build a jail. We have had people talk about  
4 this type of construction, that type of construction.  
5 There are a lot of variables out there. And in order  
6 for us to make a concrete decision to give council the  
7 information they need, we would request this  
8 feasibility study which we believe we could get for  
9 thirty thousand dollars with a qualified architect who  
10 has a background in building jails and prisons. That  
11 would be the first step.

12 Also, almost simultaneously we would request  
13 permission to go do a request for qualifications for  
14 people who are able to do this type of work. But first  
15 we need to know exactly how many beds we have. There  
16 are a lot of new concepts in prison construction these  
17 days; double-bunking, things like that. But this  
18 request is tonight only for the feasibility study and  
19 the request for us to do a request for qualifications  
20 with firms who could possibly do this type work.

21 All of these decisions will come back before  
22 council. All of this information will come back before  
23 council. But I believe every council member has said,  
24 we're at a critical phase to put any more lipstick on  
25 that pig. We can't do anything else. Everything is  
26 wearing out. We're at a hundred and seventy-five  
27 percent capacity. And so we're in crisis conditions.

28 And so I'm open for questions, Mr. Chairman.

29 CINDY WILSON: May I, Mr. Chairman?

30 TOMMY DUNN: Ms. Wilson.

31 CINDY WILSON: What would it cost to do a  
32 feasibility study and how long would it take?

33 RUSTY BURNS: I think it would take three  
34 months. I think we would have it before January 1st,  
35 Ms. Wilson. And I think that we could get it between  
36 twenty and thirty thousand dollars from a qualified  
37 person who builds jails for a living.

38 CINDY WILSON: And then that would be part  
39 of sending out requests for qualifications?

40 RUSTY BURNS: Yes, ma'am.

41 CINDY WILSON: Thank you.

42 GRACIE FLOYD: Mr. Chair? Mr. Burns?

43 RUSTY BURNS: Yes, ma'am.

44 GRACIE FLOYD: What happened to the last  
45 one that we did.

46 RUSTY BURNS: There was one done, and I  
47 believe that was done eleven years ago, if I'm not  
48 mistaken; eleven or twelve years ago on the jail study.  
49 I believe they paid twenty-five thousand dollars for  
50 that study at that time. And I believe the price --

1 the major can may help me remember, but I believe the  
2 price tag on that jail was a hundred million dollars.

3 Through our research that we've looked at, talking  
4 to various firms, looking at different prisons, new  
5 prisons that have been recently constructed in South  
6 Carolina and in our neighboring counties and in Georgia  
7 and surrounding areas, we believe that we're possibly  
8 looking somewhere between thirty and forty million to  
9 build the type of facility that would serve the needs  
10 for Anderson County into the foreseeable future.

11 GRACIE FLOYD: Okay. When the study was  
12 done years ago, attempts were made to go out and find  
13 the people that could do it. I remember going down to  
14 the Association of Counties meeting and we talked to  
15 people there, people who actually build jails, and they  
16 looked over the one that we had. And it was accepted.  
17 We didn't do a bid or anything, but we had a company  
18 that was very interested in it. And I don't think it  
19 was a hundred thousand dollars -- a hundred million  
20 dollars, you said, it wasn't that much.

21 But my concern is this: we pay twenty-five -- how  
22 much did you say? Twenty-five thousand?

23 RUSTY BURNS: Between twenty to thirty,  
24 Ms. Floyd.

25 GRACIE FLOYD: Okay. Twenty to thirty  
26 thousand dollars to have the feasibility -- here we are  
27 getting ready to do nothing, the same thing we did with  
28 the first one that we had. There were people at the  
29 time that thought -- okay, there were people at the  
30 time that thought that we didn't need a bigger jail.  
31 They had some things that they were planning on doing  
32 and they tried this and they were going to get the  
33 Courts to stop sending so many people to jail. You  
34 remember that one?

35 RUSTY BURNS: Yes, ma'am.

36 GRACIE FLOYD: And we were going to cut  
37 down the population. Didn't work. And now here I'm  
38 sitting -- I'm here now getting ready to sit through  
39 another one; feasibility study.

40 Okay. So just answer this for me. The feasibility  
41 study back then would not suit for this time?

42 RUSTY BURNS: No, ma'am. Because  
43 construction costs have increased dramatically.  
44 Corrections law has changed drastically. We have also  
45 become more aware that a lot of the population in our  
46 local detention center suffers from mental illness. We  
47 are also embarking on and have already done some  
48 successful re-entries into society to try to break that  
49 vicious cycle. So prison, jail, detention center,  
50 whatever you call it, would take into consideration all

1 of these advances in that field up to this point.

2 CASEY COLLINS: And Mr. Burns, if I may ---

3 GRACIE FLOYD: We have done a good job and  
4 what we've had to work with all of this time, for this  
5 long time of -- long time. But we don't need another  
6 do-nothing project that we have to pay a whole lot of  
7 money for again. We wasted the twenty-five, thirty  
8 thousand that we spent the last time. We can't afford  
9 to keep doing that.

10 RUSTY BURNS: And I would agree with  
11 that, Ms. Floyd. But also in that request that I just  
12 made after that, as part and parcel of this, we would  
13 request qualifications. The qualifications would be  
14 people who have designed jails, know how to design  
15 jails, and to also -- how to construct jails, who have  
16 a track record in this line of work.

17 So this is not another stopgap measure. This is  
18 not something just to do this to humor people. We're  
19 at the critical point where Anderson County has to  
20 build a new detention facility or somebody else is  
21 going to come into Anderson County and build it for us  
22 and give the taxpayers a bill ---

23 GRACIE FLOYD: Isn't that the feds ---

24 RUSTY BURNS: --- which is going to be a  
25 lot more.

26 GRACIE FLOYD: Isn't that the feds who  
27 said they would come in and build us a jail?

28 RUSTY BURNS: No, ma'am. No.

29 GRACIE FLOYD: It wasn't the feds? Who  
30 was it?

31 RUSTY BURNS: Nobody is going to come  
32 build us a jail.

33 GRACIE FLOYD: Well, no, it was said years  
34 ago that if we didn't build it somebody else was going  
35 to build it, but we were going to have a new jail. And  
36 how we got along this far I do not know.

37 RUSTY BURNS: I do not know either, but  
38 it's a compliment to the staff that we have out at our  
39 detention center. Those people risks their lives every  
40 day, the men and women who work out there. They're  
41 actually -- if you haven't toured the jail or if there  
42 are any citizens groups that would like to tour the  
43 jail, we would be more than happy to arrange that. But  
44 we're at a crisis point. This is not going to get  
45 better.

46 And it would be our suggestion we do the  
47 feasibility study knowing full well that this is not  
48 something to wave around and say, look, we're doing  
49 something. Because if you stop there nothing is going  
50 to change. Somebody is going to come in here and tell

1 us to build a jail. They're going to tell us how to  
2 build the jail. And we will have no control over that.  
3 The only thing we will be able to do is pay for it and  
4 say, thank you very much.

5 GRACIE FLOYD: Okay. But what I'm saying  
6 it's fine, but this time we can't get back that thirty  
7 million dollars -- thirty thousand? Thirty thousand  
8 dollars that we spent doing this. We can't keep having  
9 these projects and paying for the project and not do  
10 the project. We've done that a lot. But it's got to  
11 stop now. It's got to stop.

12 RUSTY BURNS: Tonight.

13 GRACIE FLOYD: Tonight, yes. Thank you,  
14 Ms. Collins.

15 BRETT SANDERS: Mr. Chairman.

16 TOMMY DUNN: Ms. Collins has something  
17 she wants to add.

18 CASEY COLLINS: I'm sorry. Point of  
19 clarification major pointed out, as he does daily, I  
20 made a mistake. These projections are through 2070, a  
21 fifty year project; not 2027. Excuse me. I misspoke.

22 And Ms. Floyd, if you reference the last page of  
23 your needs assessment, it does make mention of the  
24 feasibility study that was done in 2007. A note there  
25 is that based on those numbers that they did at the  
26 time, eleven years later we would already be  
27 overcrowded.

28 So this needs assessment did multiple population  
29 projections for your consideration to avoid running  
30 into that same situation eleven years from now.

31 GRACIE FLOYD: Well, your point is well  
32 accepted. But we just got this a few minutes ago. We  
33 had no time to look at it.

34 Secondly, 2090, what we're planning today may, as  
35 well, be obsolete.

36 TOMMY DUNN: Mr. Sanders.

37 BRETT SANDERS: The study that you guys are  
38 talking about before in the past was a ten or eleven  
39 year old study.

40 CASEY COLLINS: Yes, sir, 2007.

41 BRETT SANDERS: And for that twenty to  
42 thirty thousand dollars it actually bought the county  
43 eleven years without having to spend thirty million  
44 dollars? This thirty thousand that we're talking about  
45 now, we've already had people come in and tell us we're  
46 at a critical state to where we have to do something  
47 now. And I wasn't on council then, but if I could  
48 spend twenty thousand dollars to buy another ten years,  
49 I think that was an investment well made. Now that the  
50 federal has come in and inspected and the safety of our

1 officers and our personnel, we're at a point now to  
2 where we're going to have to do something. I would  
3 support moving forward with such a study.  
4 TOMMY DUNN: Mr. Davis.  
5 JIMMY DAVIS: Thank you, Mr. Chair.  
6 Thank you, Casey and Major Vaughn. This is eye-opening  
7 information that we've had. We've had some of this and  
8 we've had some discussions as I came on council this  
9 year and there's no doubt that we are in critical need  
10 in this county as we are growing at the rate we're (end  
11 of audio) have a detention center to match our needs.

12 It is my opinion that thirty thousand dollars is a  
13 drop in the bucket in light of a possible lawsuit that  
14 we could face by not having the appropriate facilities  
15 for a county with the growth potential as Anderson  
16 County. I represent one of the fastest unincorporated  
17 areas in the state, a little place called Powdersville.  
18 We're growing rapidly up there. And so the county is  
19 experiencing great growth. We've got great new  
20 employment opportunities that we see every month thanks  
21 to the economic development folks, Mr. Nelson and his  
22 staff, that we're seeing this great growth. And with  
23 that comes some bad things.

24 So we've got to make sure that we're building the  
25 appropriate detention center. I don't want to call it  
26 a prison because it's not a prison. It's a detention  
27 center. It's a jail. And most of the people there are  
28 awaiting trial. So we have got to do something to  
29 protect our inmates. They have a right, by the law of  
30 the land, that they have a right to be protected. And  
31 we have to make sure that we have a protection for the  
32 mentally ill patients and protection for juveniles.  
33 And we've got to make sure that we do this right. And  
34 I think thirty thousand dollars is a mere drop in the  
35 bucket in light of the possible lawsuit which we could  
36 be facing down the road. Thank you, Mr. Chair.

37 CINDY WILSON: May I, Mr. Chairman?  
38 RAY GRAHAM: Mr. Chairman.  
39 TOMMY DUNN: Ms. Wilson and then Mr.  
40 Graham.

41 CINDY WILSON: The formation of a Criminal  
42 Coordinating Council provided a more comprehensive  
43 analysis of the whole situation from recidivism to the  
44 Court factor. I mean every factor, it gave this county  
45 the benefit of a more deep study of what we actually  
46 need and how to go about it. I will certainly support  
47 a feasibility study to nail it down closer. So thank  
48 y'all very much for your hard work.

49 TOMMY DUNN: Mr. Graham.  
50 RAY GRAHAM: Thank you, Mr. Chairman.

1        You know, looking at this, and some of this is kind  
2 of going back on what some of the other council members  
3 has stated. But Ms. Collins, Major Vaughn, Director  
4 Mattison, Sheriff McBride, you guys have moved us so  
5 far in this process right here. The Criminal Justice  
6 Coordinating Council, I mean we are so far ahead with  
7 this versus where we were two years ago, four years  
8 ago, ten years ago. Prime example with the other  
9 feasibility study. You know, the money we're talking  
10 about here is a small investment when you're looking at  
11 spending the money that we're fixing to have to spend.  
12 And note I did say have to, because it is something  
13 that we have got to address as a council and as the  
14 citizens of Anderson County.

15        You know, not only do we have to look at the  
16 liability of our officers who works in these  
17 conditions, and I would encourage each and every one of  
18 you guys to take that time, go out there and tour the  
19 facility. It's not something we're proud of. By no  
20 means, it is not something we're proud of. But you  
21 will see the needs that is there. The needs where  
22 these guys is working in that condition every single  
23 day. And not only is our officers liability at stake,  
24 but we've also got the inmates out there. Well, those  
25 inmates has family. A lot of them lives right here in  
26 Anderson County. Who, guess what? They're also  
27 citizens of Anderson County. We've got to address this  
28 issue. The liability in itself is unreal. And it far  
29 exceeds thirty thousand dollars, by far. By far. But  
30 I mean if you look at some of the issues we have out  
31 there, you'll see right quick that we do need to  
32 address this.

33        The feasibility study, what that does is it polices  
34 this process because we're not going to -- I'm going to  
35 pick on Major Vaughn. We go way back. We're not going  
36 to build a jail that fits his needs. We've not going  
37 to build a jail that fits the sheriff's needs or the  
38 council's needs. We're building a jail that fits  
39 Anderson County's needs.

40        This feasibility study is an assessment of what is  
41 our needs. Again, the Criminal Justice Coordinating  
42 Council, they have done studies on what works in  
43 detention facilities. What can we offer to prevent  
44 that same individual that has been going through that  
45 door, that rotating door, day in and day out? And I  
46 hear all the time, well the judge lets them out too  
47 quick or they stay in there too long. Well, you're not  
48 going to please everybody. But at the end of the day  
49 what we need to do is fix the problem. Is it drugs?  
50 Is it alcohol? Is it some type of addiction? Well,

1 that's what these programs that the Criminal Justice  
2 Committee has identified is going to address. And  
3 hopefully the unfortunate luck that some of these  
4 families here in Anderson County has had with one of  
5 their loved one taking that path going down the wrong  
6 road, hopefully through some of these programs it's  
7 going to correct that path. And all of a sudden a year  
8 down the road instead of being in jail they're going to  
9 be out and be productive in the community. They're  
10 going to be giving back. They're going to change that  
11 path. They're going to break that cycle.

12 Thirty thousand dollars is a drop in the bucket for  
13 what we're investing here. And it's the citizens'  
14 money. I'm not paying for the jail. We're going to  
15 pay for the jail; every single one of us. And it's  
16 something we've got to do.

17 Again, I would encourage each and every one of you,  
18 contact Major Vaughn, Director Mattison, the sheriff.  
19 I assure you it's not that they're proud of it, but  
20 they want you to go out there and see that facility  
21 because they know the needs. They've been working in  
22 it every day.

23 I definitely appreciate the fellow council members.  
24 I know this is something everybody feels like we need  
25 to do. And I look forward to this moving forward. And  
26 thank you guys for all y'all's hard work with this.

27 CINDY WILSON: Mr. Chairman, do we need a  
28 motion on the floor to fund this? May I make a motion  
29 that we fund a feasibility study appropriate for the  
30 need here? And would that come out of the contingency  
31 fund or where would we pull the funds for that?

32 TOMMY DUNN: Professional Services?

33 RAY GRAHAM: Mr. Chairman, I second  
34 that.

35 TOMMY DUNN: If you would, Ms. Wilson,  
36 if you don't mind, I think it would be a best to do a  
37 caveat and put a cap on that thirty thousand; not to  
38 exceed thirty thousand.

39 CINDY WILSON: What now?

40 TOMMY DUNN: Not to exceed thirty  
41 thousand.

42 CINDY WILSON: Okay. May I make the  
43 motion that we fund a feasibility study appropriate to  
44 this need, not to exceed thirty thousand dollars.

45 RAY GRAHAM: Second that.

46 TOMMY DUNN: Now any more discussion?  
47 Ms. Floyd.

48 GRACIE FLOYD: Thank you. I, too, will  
49 vote for this. I will. But I cannot vote for this for  
50 the second time just to have the money gone and getting

1 nothing done. That is my point. If we're going -- it  
2 was a small investment back then, as well. You're  
3 saying how it was a small investment, I don't mind  
4 paying thirty -- it was a small investment then.  
5 Nothing happened. At the time we did it, it would have  
6 been a good time, as well as now. The liability that  
7 we have now, we had it then, but it's just that it's  
8 gotten bigger this time because we didn't do.

9 All I'm saying is this is not new. We have been  
10 here before. And those two men over there are doing a  
11 fantastic job. I've been there several times. I've  
12 been there. And I've had one of the guys in my home  
13 talking to me about the situation out there, telling me  
14 what's going on out there. I mean, you can't go any  
15 further than that.

16 The only thing I'm saying, if we're going to go do  
17 this a second time, let's not put a third time on the  
18 people. Let's go ahead and do it this time; okay?

19 And there was one more thing. Guys out there, I'm  
20 not going to thank you for the hard job that you're  
21 doing. That's why we pay you the big bucks. Okay.

22 TOMMY DUNN: I just want to say I wasn't  
23 around in 2007 when this happened.

24 GRACIE FLOYD: I was.

25 TOMMY DUNN: So I don't know why it  
26 wasn't. I wish it would have been solved. We wouldn't  
27 be doing this now. We are.

28 First of all, I want to thank Casey, the Criminal  
29 Justice Coordinating Committee for what all y'all have  
30 done, council, to get us to this point. I think it's  
31 great. It's not something we're looking forward to  
32 quitting, even if we had a new jail today, that's  
33 something that council will keep going. Appreciate the  
34 hard work y'all have done and everybody. I want to  
35 thank Major Vaughn and Director Mattison for their fine  
36 job and working and all y'all's staff.

37 My concern is not just the jail; it's the people  
38 that has to work out there, for their safety. At this  
39 time we know -- we're not throwing money. If you're  
40 going to spend thirty, forty million dollars, you need  
41 to know what you're doing. I don't know how to build a  
42 jail. That's what this feasibility study is going to  
43 be about; about helping; not no ten years ago.

44 And again, my hat is off to y'all for the job y'all  
45 are doing in this. And I think this will get us in the  
46 right direction. And Ms. Wilson's thing and Mr. Burns'  
47 thing was to start the process simultaneously about  
48 requests for qualifications, to get this and see where  
49 we're at and get the funding and get this started. You  
50 know, even once you pick somebody to design a jail,

1 it's going to take a few months. This is a process.  
2 This is a big step that we're going to do and we've got  
3 to do it. And I want to commend the sheriff for  
4 putting the staff together you put out there at the  
5 jail, Sheriff, and doing this and keeping this. I know  
6 we've got it and I know the first meeting Ms. Collins  
7 had when the federal people was here and I won't never  
8 forget what they said, you can build a jail for a  
9 thousand people and you'll fill it up. There's more to  
10 this. Y'all have been working on that and I appreciate  
11 what all y'all have done.

12 And I think for ones that's interested, there will  
13 be some trips lining up to go look at some other  
14 facilities. Council is more than welcome to go.

15 All in favor of the motion show of hands. Opposed  
16 like sign. Show the motion carries unanimously.

17 Again, thank y'all.

18 CASEY COLLINS: Thank you for council and  
19 administration support.

20 TOMMY DUNN: Moving on now to item  
21 number 7(a), third reading, 2019-040, an ordinance (1)  
22 authorizing pursuant to Title 4 of the Code of Laws of  
23 South Carolina 1976, as amended, including sections 4-  
24 1-170, 4-1-175 and 4-29-68 thereof, and Article VIII,  
25 Section 13 of the South Carolina Constitution, the  
26 execution and delivery of an Infrastructure Credit  
27 Agreement by and between Anderson County, South  
28 Carolina, Strategy Plastics, LLC and certain related or  
29 affiliated entities, including CJG US Properties LLC  
30 (formerly identified by the County as Project Swan), to  
31 provide for certain Special Source Revenue or  
32 Infrastructure Credits, (2) authorizing the receipt and  
33 administration of a State Grant for the benefit of the  
34 Project, and (3) other related matters. And again,  
35 this is Project Swan.

36 Do we have a motion on the floor to move this  
37 forward? I'm sorry. Looking at the wrong paper here.  
38 This will be a public -- Mr. Nelson, if you will, will  
39 you just speak to this before we go into a public  
40 hearing?

41 BURRISS NELSON: Certainly, Mr. Chairman,  
42 members of council. Appreciate this opportunity. Last  
43 week we had a press release announcing Strategy  
44 Plastics which is Project Swan, creating a hundred  
45 jobs, investing 4.2 million dollars in capital  
46 investment. Project Swan has an annual payroll of 3.2  
47 million dollars and going into the Williamston  
48 Community over on Highway 29. Great opportunity for  
49 growth for that community and well placed and certainly  
50 needed in that particular area. But it produces in

1 projected taxes for that property next year, 2020, will  
2 be forty-one thousand seven hundred twelve dollars,  
3 where taxes in 2018 that were paid were nineteen  
4 thousand four hundred and seventy-one dollars. And  
5 this comes to council as a recommendation from staff,  
6 as well as from the Economic Development Advisory  
7 Board.

8 TOMMY DUNN: We're going to go into a  
9 public hearing on this. Anyone wishing to speak to  
10 this matter please step forward and state your name and  
11 district and address the chair, please. Anyone at all?  
12 Hearing none, the public hearing will be closed. Do we  
13 have a motion on the floor?

14 CINDY WILSON: Mr. Chairman, may I make  
15 the motion that we pass this tonight.

16 TOMMY DUNN: Have a motion by Ms. Wilson  
17 to move forward on third reading. Have a second?

18 JIMMY DAVIS: Second.

19 TOMMY DUNN: Second Mr. Davis. Now  
20 discussion.

21 CINDY WILSON: Very quickly to point out  
22 that the folks around Williamston, especially the mayor  
23 and the council, are very, very encouraged by this  
24 development. It's at their front door and with all the  
25 Highway 29 projects to improve that roadway and raise  
26 the bridges, it's a very exciting project. Thank you.

27 TOMMY DUNN: All in favor of the motion  
28 show of hands. Opposed like sign. Show the motion  
29 carries unanimously.

30 Moving on to 7(b), 2019-041, an ordinance to amend  
31 an agreement for the development of a Joint County  
32 Industrial and Business Park (2010 Park) of Anderson  
33 and Greenville County so as to enlarge the park to  
34 include certain property owned by CJG US Properties,  
35 LLC. This is to put Project Swan, the one we just  
36 voted for, into that.

37 Mr. Nelson, you got anything you want to add to  
38 that before we go into public hearing?

39 BURRISS NELSON: No, sir. It's the same  
40 project. It's just a contingency ordinance that goes  
41 along with the same project. Thank you.

42 TOMMY DUNN: We do this where they can  
43 get a tax benefit ---

44 BURRISS NELSON: Oh, yes, sir; yes, sir.  
45 The Multi-County Park Agreement allows them to get  
46 additional benefits, state benefits, and gets their  
47 corporate income tax right. And so it gives them the  
48 opportunity to garner those benefits in that process.

49 TOMMY DUNN: Be a public hearing.  
50 Anyone wishing to speak to this matter, please step

1 forward and state your name and district and address  
 2 the chair, please. Anyone at all? Seeing and hearing  
 3 none the public hearing will be closed. Do we have a  
 4 motion to move this forward?  
 5 CINDY WILSON: So moved.  
 6 TOMMY DUNN: Motion Ms. Wilson. Do we  
 7 have a second?  
 8 BRETT SANDERS: Second.  
 9 TOMMY DUNN: Second by Mr. Davis. Mr.  
 10 Sanders. Disguising his voice there. Any discussion?  
 11 All in favor of the motion show of hands. All opposed  
 12 like sign. Show the motion carries unanimously.  
 13 Moving on to item number 7(c), third reading, 2019-  
 14 050, an ordinance to amend the zoning map to rezone  
 15 plus or minus 49.44 acres on Garrison Road from R-20  
 16 single family residential to R-A residential  
 17 agriculture, tax map number is 066-011-017 and 66-00-  
 18 11-005. This is in District 4. Do we have a motion to  
 19 move this forward?  
 20 BRETT SANDERS: So moved.  
 21 TOMMY DUNN: Motion Mr. Sanders; second  
 22 Ms. Wilson. Any discussion?  
 23 GRACIE FLOYD: Yes.  
 24 TOMMY DUNN: Ms. Floyd.  
 25 GRACIE FLOYD: Mr. Chairman, is this the  
 26 same thing that we had the families here -- it's not  
 27 the same one?  
 28 TOMMY DUNN: Their family has been here,  
 29 but it's just one family up behind ---  
 30 GRACIE FLOYD: Yeah, but I'm wondering is  
 31 this ---  
 32 TOMMY DUNN: This ain't the one about  
 33 the rezoning for business park up on 187 south with the  
 34 families, the bunch of people ---  
 35 GRACIE FLOYD: Yeah.  
 36 TOMMY DUNN: No, ma'am. That ain't come  
 37 back to us yet.  
 38 GRACIE FLOYD: All right. Thank you.  
 39 TOMMY DUNN: This particular thing I  
 40 think has got three pieces of property. We'll be  
 41 talking about this same family. Anyone else? All in  
 42 favor of the motion show of hands. All opposed. How  
 43 you voting, Ms. Floyd?  
 44 GRACIE FLOYD: I'm sorry.  
 45 TOMMY DUNN: He bothering you? I know.  
 46 I know. Shove one of them cakes if he gets to talking  
 47 too much.  
 48 GRACIE FLOYD: I'm sorry. The mistake is  
 49 mine. I vote for.  
 50 TOMMY DUNN: Unanimous?

1 GRACIE FLOYD: Yeah, uh-huh (affirmative).  
2 TOMMY DUNN: Moving on to item number  
3 7(d), 2019-051, an ordinance to amend the zoning map to  
4 rezone plus or minus 5.72 acres at 1150 Garrison Road  
5 from R-20 single family residential to residential  
6 agriculture, tax map number 066-00-11-020. Do we have  
7 a motion? Again this is the same family in District 4.  
8 Do we have a motion to move this forward?

9 CINDY WILSON: So moved.

10 BRETT SANDERS: So moved.

11 TOMMY DUNN: Motion Ms. Wilson; second  
12 Mr. Sanders. Discussion? All in favor of the motion  
13 show of hands. All opposed like sign. Show the motion  
14 carries unanimously.

15 Moving on to item number 2019-052, an ordinance to  
16 amend the zoning map to rezone plus or minus five acres  
17 at 1140 Garrison Road from R-20 single family  
18 residential to R-A which is residential agriculture,  
19 again tax map number 066-00-11-021, District 4. Do we  
20 have a motion to move this forward?

21 BRETT SANDERS: So moved.

22 TOMMY DUNN: Motion Mr. Sanders; second  
23 Ms. Wilson. Any discussion? All in favor of the  
24 motion show of hands. All opposed like sign. Show the  
25 motion carries unanimously.

26 Moving on now to Item number 8(a), ordinance second  
27 reading, 2019-054, an ordinance to amend Chapter 2,  
28 Article V of the Anderson County Code of Ordinances so  
29 as to add Section 2-613 regarding a policy related to  
30 minority businesses in the procurement process and  
31 other matters related thereto.

32 Again, before we put this on the floor, as I did  
33 last meeting, I'd like to ask Mr. Burns if he would  
34 explain this a little bit. And also, any time you  
35 don't understand something, you ain't got to wait to  
36 council meeting night. You can ask your council member  
37 or call the administrator or the clerk to council and  
38 we'll make sure you get the information you need.

39 Mr. Burns.

40 RUSTY BURNS: Mr. Chairman, this is  
41 something that we already do in our bid process, but we  
42 want to put it in our county ordinance codification to  
43 make sure it's clear and unambiguous. And it is also  
44 one of the requirements that we need to have reaffirmed  
45 in terms of grants and procurement and anything that we  
46 do in business in this county.

47 TOMMY DUNN: Do we have a motion to move  
48 this forward?

49 CINDY WILSON: So moved.

50 TOMMY DUNN: Motion Ms. Wilson; second

1 Mr. Wooten.

2 CRAIG WOOTEN: Yep.

3 TOMMY DUNN: Any discussion?

4 CRAIG WOOTEN: I would say from my point  
5 of view, I had a constituent from District 1 who asked  
6 for clarification. She might have already left, but  
7 it's basically a statement that says to promote free  
8 competition and equal opportunity, Anderson County is  
9 committed to assisting small minority-owned and women-  
10 owned businesses in becoming active vendors of the  
11 county. So it's a direct statement that just says we  
12 support this. And it's overtly out there. So that's  
13 the gist of it.

14 GRACIE FLOYD: Mr. Chair?

15 TOMMY DUNN: Ms. Floyd.

16 GRACIE FLOYD: Okay. The problem was that  
17 we're trying to write this grant to get this money to  
18 do the houses that I was telling you about. But we're  
19 working with the feds and tax money. So we have, in  
20 everything that's done, it has to be -- this statement  
21 has to appear somewhere. It appears on all of our  
22 applications that we do. It appears -- there you are.  
23 It appears on all our applications we do. It appears  
24 in all our books. But it does not appear anywhere in  
25 the, in the articles in our procurement -- in our big  
26 old book, rules book. It doesn't appear there. I  
27 never knew that. And I thank the federal government  
28 for pointing it out to us, that it's got to be done  
29 before we can do anything else in Anderson County. We  
30 have to be inclusive to everybody. And this statement  
31 makes it inclusive in our book, in our rule books, and  
32 on everything else that we do. That's all that is;  
33 okay? Because, I too, when I saw it I went straight to  
34 Mr. Burns. Okay? And he got it straightened out for  
35 me. But that's what it's for. It was caught in time  
36 before we did this big grant. Do you understand? I  
37 thank you.

38 TOMMY DUNN: Anyone else? Ms. Floyd,  
39 I've just got to ask. A vote for this maybe get us a  
40 smidgen of that for ---

41 GRACIE FLOYD: Who? For y'all? No. I  
42 told Mr. Burns already, guys, -- listen to me carefully  
43 -- I won't use that H-E-L-L word, but I'll use heck.  
44 Heck has no fury than it would be if you touch a dime  
45 of that money if I get it. Uh-uh (negative).

46 TOMMY DUNN: We have a motion on the  
47 floor. All in favor of the motion show of hands. All  
48 opposed like sign. Show the motion carries  
49 unanimously.

50 Moving on now to item number 9(a), ordinance first

1 reading, be 2019-053, ordinance to amend the zoning map  
2 to rezone plus or minus one acre at 5351 Copeland Road  
3 from R-A residential agriculture to C-1R which is  
4 residential -- I'm sorry -- which is rural commercial,  
5 tax map number 222-00-14-006. This is in District 7.

6 Before we go into a public hearing I'd like to ask  
7 Dr. Parkey if he'd talk on this and then we'll have the  
8 public hearing. Dr. Parkey.

9 JEFF PARKEY: Thank you, Mr. Chair. Yes,  
10 this rezoning request is on Copeland Road to change the  
11 zoning from R-A, which is our residential agriculture  
12 classification, to C-1R which is our rural commercial  
13 classification, for the purposes of having a vineyard  
14 and winery on two acres of the property, is what was  
15 requested at the Planning Commission meeting on October  
16 8th.

17 I also want to point out here that a special  
18 exception will also be required from the Board of  
19 Zoning Appeals if the rezoning is approved.

20 The staff recommended approval of the request and  
21 the Planning Commission, in their October the 8th  
22 meeting, voted three to three, with one abstention and  
23 so that does not end up being a recommendation for  
24 approval of this request.

25 That's all I have, Mr. Chair. Thank you.

26 TOMMY DUNN: Dr. Parkey, did I misspoke  
27 or do we need to amend this before we -- is it two  
28 acres or one acre? I've got plus or minus one acre.  
29 Is that going to cover it, Leon, Mr. Harmon, if we need  
30 to do something?

31 LEON HARMON: We probably should amend  
32 it. I think what happened at the -- it was initially  
33 presented to the staff as a one-acre rezoning. Some  
34 survey work was done on the property. The owners  
35 realized they needed about two acres to be able to put  
36 the facility they wanted to put there. So I think we  
37 do need to amend it to say two acres.

38 CINDY WILSON: And that's out of eighteen  
39 acres.

40 TOMMY DUNN: At this time we'll go into  
41 a public hearing. Anyone wishing to speak to this  
42 matter please step forward and state your name and  
43 district and address the chair, please. Anyone at all?  
44 Anyone? Seeing and hearing none the public hearing  
45 will be closed. Do we have a motion to move this  
46 forward?

47 CINDY WILSON: Mr. Chairman, may I make  
48 the motion that we amend the application request to two  
49 acres. And I have some information if I get a second  
50 to move forward with it.

1 TOMMY DUNN: Do we have a second.  
2 CRAIG WOOTEN: Second.  
3 TOMMY DUNN: Second Mr. Wooten.

4 Ms. Wilson.

5 CINDY WILSON: There was confusion over  
6 this situation. This is a very delicate area over  
7 there. I don't know if you remember years ago there  
8 were rezonings that were kind of bate and switch deals  
9 that damaged the neighborhood. This is a really good  
10 prospective property project, but people were concerned  
11 that they were going to be exposed to some negative  
12 impacts.

13 Meanwhile what we learned is that the property  
14 itself is under covenants and restrictions. And if you  
15 look in your backup information that you got this week,  
16 there's been a variance signed by the two adjoining  
17 neighbors who are affected by this who are part of the  
18 properties that are under covenants and restrictions,  
19 and they -- the original restrictions were used for  
20 residential and/or agricultural purposes and no mobile  
21 homes or junkyards. But if you'll see, the neighbors  
22 who were very active in the zoning process in that  
23 community have both agreed to allow the use for a  
24 vineyard, wine tasting and wedding venue.

25 And if there are any other concerns, I will be  
26 talking with the three or four people who were  
27 expressing concerns. And I would request that we pass  
28 this tonight. Thank you.

29 TOMMY DUNN: Any more discussion? All  
30 in favor of Ms. Wilson's motion show of hands. Wait a  
31 minute, you got a question? Go ahead.

32 GRACIE FLOYD: (Mic cutting out) what  
33 we're getting ready to vote on?

34 TOMMY DUNN: No, ma'am.

35 GRACIE FLOYD: Okay. What was she talking  
36 about?

37 TOMMY DUNN: Talking about that certain  
38 piece of property has already got restrictions on it,  
39 what it can do and what it can't do.

40 GRACIE FLOYD: Yes.

41 TOMMY DUNN: So that's going to protect  
42 the neighbors there. Like nobody couldn't go in there,  
43 even if we rezone this, couldn't nobody go in there and  
44 put a junkyard.

45 GRACIE FLOYD: Okay. But that's not  
46 written in the ---

47 TOMMY DUNN: It's written in their deed,  
48 covenants.

49 GRACIE FLOYD: The covenants?

50 TOMMY DUNN: Yes, ma'am.

1 GRACIE FLOYD: Okay. But that won't  
2 affect what we're voting on now because it'll be too  
3 late to change ---  
4 TOMMY DUNN: No, ma'am.  
5 GRACIE FLOYD: Okay.  
6 CINDY WILSON: Actually it enhances it.  
7 Thank you.  
8 TOMMY DUNN: All in favor of the motion  
9 show of hands. All opposed like sign. Show the motion  
10 carries unanimously.  
11 Moving on now to item number 9(b), an ordinance  
12 proposing prohibition on certain motor vehicle traffic  
13 on Sullivan Road. I put that in the form of a motion.  
14 JIMMY DAVIS: Second.  
15 TOMMY DUNN: Second Mr. Davis. Any  
16 discussion?  
17 GRACIE FLOYD: Where is Sullivan Road?  
18 TOMMY DUNN: It's right off Dixon Road,  
19 runs between Dixon Road and Highway 28. That's where  
20 ---  
21 GRACIE FLOYD: Whose district is that?  
22 TOMMY DUNN: Mine. That's where the --  
23 about three weeks ago or somewhere around in there we  
24 had a bad wreck out there at the sheriff's department  
25 right there on 28 Bypass.  
26 GRACIE FLOYD: No, I just needed who  
27 district and if you agree; it's in your district.  
28 TOMMY DUNN: Any more discussion? All  
29 in favor of the motion show of hands. All opposed like  
30 sign. Show the motion carries unanimously.  
31 Moving on to 9(c), 2019-056, an ordinance to amend  
32 an agreement for the development of a Joint County  
33 Industrial and Business Park (2010 Park) of Anderson  
34 and Greenville Counties so as to enlarge the park,  
35 various Greenville County projects. Mr. Nelson, would  
36 you like to speak to this?  
37 BURRISS NELSON: Mr. Chairman, thank you,  
38 member of council. This is what we do many times over  
39 in the past adding projects from Greenville County into  
40 the Anderson County Park and us putting, placing  
41 projects that are in Anderson County into the  
42 Greenville Park, sharing with the multi-county park  
43 agreement. This is a first for us, however, to -- and  
44 I wish we could do this every time -- to put multiple  
45 projects in at one time. All of the first six are  
46 Greenville County projects that have already announced  
47 and are in place. And if you'll notice, the last four  
48 are actually the same project. They're all solar farm  
49 opportunities. And the first three -- the first two  
50 are business park projects much like we did with

1 VanTrust and with the other project that we're working  
2 on that we haven't finished announcing yet. But  
3 anyway, the only one that's industrial there is  
4 Accurate Brazing Corporation, Project Charm, and then  
5 for us the Anderson County projects are the VanTrust  
6 property, the Anderson Industrial COI, Center of  
7 Investment -- it's just an acronym they use within  
8 their business -- but Anderson Industrial LLC is  
9 VanTrust and then the Blue Bird Solar Project, which we  
10 finished up weeks ago, as well as the Anderson Solar  
11 Farm, which we just discussed with -- which we'll  
12 discuss next in the Intergovernmental Agreement. But  
13 that's part of Project Tarpan that we finished about  
14 three months ago.

15 So this comes to council as a recommendation from  
16 staff and from the Economic Advisory Board and is  
17 merely the opportunity to put these in the park to give  
18 each one of these additional state incentive  
19 opportunities. Thank you, Mr. Chairman.

20 TOMMY DUNN: Do we have a motion to move  
21 this forward?

22 JIMMY DAVIS: So moved.

23 CINDY WILSON: Second.

24 TOMMY DUNN: Motion Mr. Davis; second  
25 Ms. Wilson. Any discussion? All in favor of the  
26 motion show of hands. All opposed like sign. Show the  
27 motion carries unanimously.

28 Moving on to 10(a), R2019-050, a resolution to  
29 express the intention of Anderson County Council of  
30 Anderson County -- County Council of Anderson County to  
31 cause Anderson County, South Carolina to be reimbursed  
32 with proceeds of tax-exempt obligations in connection  
33 with a lease-purchase transaction. What this is is  
34 this pertains to our -- we had a special meeting on  
35 last week about our computer program, paying for it on  
36 this bond. Mr. Harmon, you got anything else you want  
37 to add to that?

38 LEON HARMON: No. It's a typical lease-  
39 purchase arrangement whereby we would do a lease  
40 purchase much like we did on vehicles a year or so ago  
41 and then ---

42 TOMMY DUNN: This is about the computer  
43 program we talked about in that meeting?

44 LEON HARMON: That's correct. This would  
45 be strictly for the computer programs that we talked  
46 about last meeting.

47 TOMMY DUNN: Do we have a motion to put  
48 this on the floor for discussion? Motion Ms. Wilson.  
49 Have a second?

50 BRETT SANDERS: Second.

1 TOMMY DUNN: Second Mr. Sanders. Ms.  
2 Floyd, you got any discussion?  
3 GRACIE FLOYD: Yes, I do.  
4 TOMMY DUNN: Go ahead.  
5 GRACIE FLOYD: Mr. Chairman, please,  
6 somebody please, the way this thing is worded, I didn't  
7 even know what it is, and I was at the meeting and  
8 understood it perfectly. But the way this thing is  
9 worded, we need to explain this in layman's terms.  
10 TOMMY DUNN: Can you do that, Mr.  
11 Harmon? Or would you want Ms. Davis to do it?  
12 RITA DAVIS: Yes, ma'am. What this does  
13 basically is if we have to spend money we pay Central  
14 Squares, our vendor that won the bid for our public  
15 safety and our public administration software, if we  
16 have to pay them money in advance of a lease-purchase  
17 being let, then we can get reimbursed. We can get our  
18 money back. That is all that this does. In an  
19 abundance of caution we are asking council to approve  
20 this. That's all it does, Ms. Floyd; we get our money  
21 back.  
22 GRACIE FLOYD: Well, I understand it. But  
23 I didn't -- Mr. Harmon, did you write this?  
24 LEON HARMON: No, ma'am. Our bond  
25 attorney wrote this.  
26 GRACIE FLOYD: Well, we need to talk to  
27 him; okay? Because when I read it when I got my book,  
28 I didn't know what they were talking about. But I  
29 understand it so clearly when we were in a meeting.  
30 But I thank you, Mr. Chair.  
31 TOMMY DUNN: Anyone else? All in favor  
32 of the motion show of hands. All opposed like sign.  
33 Show the motion carries unanimously.  
34 Moving on to item number 10(b), R2019-051, a  
35 resolution authorizing the execution and delivery of an  
36 Intergovernmental Agreement with the city of Anderson  
37 County, South Carolina; and other matters related  
38 thereto. This is Project Tarpan.  
39 BURRISS NELSON: Mr. Chairman, thank you,  
40 members of council. Project Tarpan, a solar project  
41 that we passed and the new council members passed about  
42 three months ago. Project Tarpan actually had three  
43 sites within it. One of those was the site at the  
44 Anderson -- former Anderson Country Club property. And  
45 that falls inside the city limits. And the city has  
46 requested this Intergovernmental Agreement so that  
47 there's language within the document that that  
48 particular site, the property tax dollars that proceed  
49 off of that for that fee stream, those will be  
50 allocated proportionally to every one of the taxing

1 entities, which includes the city and the schools,  
2 which is what we normally do. That's the standard  
3 process we normally have. But the city had requested  
4 this additional language and the ordinance allows it to  
5 be added to the ordinance by resolution.  
6 Thank you, Mr. Chairman, members of council.  
7 TOMMY DUNN: Thank you. Do we have any  
8 more discussion?  
9 GRACIE FLOYD: Yes, Mr. Chairman.  
10 TOMMY DUNN: Ms. Floyd.  
11 GRACIE FLOYD: Since this is my district,  
12 okay, since this is my district I'd like to go over  
13 this thing again.  
14 BURRISS NELSON: Yes, ma'am. This ---  
15 GRACIE FLOYD: No, Mr. Burriss, I want to  
16 do it.  
17 BURRISS NELSON: Oh, okay. I'm sorry.  
18 GRACIE FLOYD: I want to do it because I  
19 want to make sure because you know the city -- well,  
20 just let me do it; okay? If you don't mind I'm going  
21 to pair it to what you say to make sure that I  
22 understand this for my district; okay?  
23 Now, what you're saying is three months ago we all  
24 got together and we talked about this power thing that  
25 they want to put out there at the old golf course. It  
26 was called Anderson what? Old country club; okay.  
27 They're going to put some power thing out there. Okay.  
28 Now, the thing is this, the city is going to get some  
29 money back, but we're going to split the money that  
30 they're going to get back; am I right?  
31 BURRISS NELSON: Well, there's one pot of  
32 money and they're going to get a slice of that money,  
33 which was the standard way we -- if there's a city  
34 project and the county is involved in it, just like the  
35 schools get their proportional amount, everybody gets  
36 their fair share, their slice of the pie ---  
37 GRACIE FLOYD: We're going to get a  
38 slice, too?  
39 BURRISS NELSON: Oh, yes, ma'am. Yes,  
40 ma'am.  
41 GRACIE FLOYD: Okay. That's my point  
42 right there. We're going to get a slice of it, too.  
43 BURRISS NELSON: That's correct.  
44 GRACIE FLOYD: And that's all they're  
45 going to do. Now, we're going to sign this  
46 Intergovernmental Agreement that we're okay with this.  
47 But we will get the money; right?  
48 BURRISS NELSON: Yes, ma'am.  
49 GRACIE FLOYD: Thank you.  
50 TOMMY DUNN: All in favor of the motion

1 show of hands. All opposed like sign. Show the motion  
2 carries unanimously.

3 BURRISS NELSON: Thank you for your  
4 support.

5 TOMMY DUNN: Thank you and your team.  
6 Thank you very much.

7 Moving on to item number 11, road acceptances into  
8 the county. This will be in Mr. Davis's district and I  
9 think it's all in Hunts Meadows Phase II Subdivision,  
10 be South Harvest Moon Way, McBride Drive and Heirloom  
11 Court.

12 JIMMY DAVIS: Mr. Chair, can I make this  
13 motion for all three at one time?

14 TOMMY DUNN: Yes, sir.

15 JIMMY DAVIS: I would like to make a  
16 motion that we accept all three roads, South Harvest  
17 Moon Way, McBride Drive and Heirloom Court into the  
18 Anderson County inventory of roads and bridges.

19 BRETT SANDERS: Second.

20 TOMMY DUNN: After meeting all of our  
21 requirements? We have a second by Mr. Sanders; motion  
22 made by Mr. Davis. Any further discussion? All in  
23 favor of the motion show of hands. All opposed like  
24 sign. Show the motion carries unanimously.

25 I want to ask y'all. It don't matter to me. Mr.  
26 Wooten's got a little bit on this agenda. Do y'all  
27 want to take a break before we go into this? We'll  
28 take about a five minute break.

29 **BREAK**

30 TOMMY DUNN: Back into session now.  
31 Going to be moving on now to the report from the  
32 Finance Committee; Chairman Wooten. Chairman Wooten.

33 CRAIG WOOTEN: Thank you, Mr. Chairman.  
34 This is a report from the Finance Committee held on  
35 Monday, November 4, 2019. The first line item was to  
36 accept a bid for a web design for the county. This was  
37 a bid to overhaul the county website and to integrate  
38 and make all the things that work available.

39 We had sent out for a number of bids, but the  
40 winning one that came back was a group called Design  
41 Sensory for about twenty-nine thousand four hundred  
42 ninety dollars as an initial cost, with a twenty-four  
43 hundred dollar a year maintenance. This is a larger  
44 company than we've used in the past. And one of the  
45 things, they had notable examples of past work was the  
46 Department of Commerce, Clemson University, Bristol  
47 Motor Speedway, Tennessee Economic Development and the  
48 Biltmore Estates. So with that kind of past work we  
49 feel confident in their ability to perform. And as  
50 always, we put them through the procurement process and

1 made sure that we were selecting someone who had the  
2 ability to perform and that they were doing it at a  
3 price that was good for the taxpayer.  
4 So I'd like to put forth in the form of a motion  
5 that coming as a recommendation from the Finance  
6 Committee that we accept this bid price.  
7 TOMMY DUNN: We have a motion. Coming  
8 from the Finance Committee, it doesn't need a second.  
9 Is there any discussion? All in favor of the web page  
10 show of hands. Show the motion carries unanimously.  
11 Chairman Wooten.  
12 CRAIG WOOTEN: Yes. The second amount  
13 was ATAX recommendations from staff. And this is  
14 accommodation tax funding that we receive from the  
15 county each year. And what happens is different  
16 groups, non-profit groups, can make applications to  
17 receive money from this. And this is money that comes  
18 in when people stay at hotels in Anderson. So if  
19 somebody stays at a hotel in Anderson, they're probably  
20 from out of town and there's a little bit extra on  
21 their bill. Well, that goes into a pot of money that  
22 then can be spent on recreation items in the county.  
23 So non-profit groups make an application and then our  
24 staff looks at it and says does it meet certain  
25 requirements and are they a good group in good  
26 standing? And then we have an ATAX committee of people  
27 who look at it and make recommendations also.  
28 So these recommendations came forward as a group  
29 for council approval, but then they also -- we also had  
30 some adjustments that council wanted to make based on  
31 different priorities we knew in our districts. So just  
32 as a point of, I guess, clarification, shall I put  
33 forth a motion that we accept as is and then we make  
34 the adjustments or do we allow the adjustments ---  
35 TOMMY DUNN: Make a motion as is ---  
36 CRAIG WOOTEN: Okay.  
37 TOMMY DUNN: --- and then there will be  
38 the adjustments.  
39 CINDY WILSON: Mr. Chairman, may I?  
40 Item number 51 on page 13, I serve on that board.  
41 This was originally a county council initiative and I  
42 provide funds -- personal funds and volunteer time.  
43 But it wouldn't look right so I ---  
44 TOMMY DUNN: I was going to say ---  
45 CINDY WILSON: If we could separate that  
46 one out.  
47 TOMMY DUNN: --- if you would, pull  
48 that out and do that separate. That way Ms. Wilson has  
49 already recused -- has a form here to recuse herself.  
50 CRAIG WOOTEN: Okay.

1 TOMMY DUNN: And we've done that in the  
2 past for other council members.  
3 CRAIG WOOTEN: Okay. Well then with the  
4 removal of item 51, I'll make a motion to move ahead  
5 with the requests/recommendations from the ATAX  
6 Committee.  
7 BRETT SANDERS: Mr. Chairman?  
8 TOMMY DUNN: We have a motion from the  
9 Finance Committee pulling 51 out. Coming from Finance  
10 Committee, it doesn't need a second. Mr. Sanders. I  
11 open up for discussion and Mr. Sanders asked for the  
12 floor.  
13 BRETT SANDERS: Well, I was going to make  
14 a motion to exclude the Upstate Equine Council, but  
15 Councilman Wooten has already done that. That's fine.  
16 I'm fine then.  
17 TOMMY DUNN: All right. Any more  
18 discussion? Ms. Floyd.  
19 GRACIE FLOYD: Yes. I, too, Mr. Wooten  
20 just said something about -- now, I know there was some  
21 changes made at the meeting and I know there was  
22 concern because others didn't think they got as much as  
23 they should have. So are we going to vote on just what  
24 we have here and do we have to vote again when they get  
25 more money?  
26 TOMMY DUNN: We've got to vote again to  
27 get more money.  
28 GRACIE FLOYD: When they get more money?  
29 TOMMY DUNN: Yes, ma'am.  
30 GRACIE FLOYD: Because I know that some  
31 of them will be getting money out of another part of  
32 this. So do we have to ---  
33 TOMMY DUNN: Yes, ma'am. That'll have  
34 to be voted on separate.  
35 GRACIE FLOYD: Separately; okay. Good.  
36 And the second thing is I want to commend the  
37 committee today because this is the first time -- when  
38 I looked over this as best I could this time I didn't  
39 see as many double dippers or triple dippers as I have  
40 seen in this thing. Usually they have people that come  
41 and get money out of the budget. They get money from  
42 this, and then you can see them up here getting money  
43 from the recreational fund that we have. And I always  
44 thought that was too much; too much I call it triple  
45 dipping. But I didn't see as much of that. I only saw  
46 one entity like that. But it wasn't a whole lot.  
47 Smile Mr. Burriss. But anyway, maybe next year we  
48 won't see as much as them -- as they? As they. But  
49 that's all I wanted to say.  
50 TOMMY DUNN: Thank you, Ms. Floyd.

1 All in favor of the motion show of hands. All  
2 opposed like sign. Show the motion carries  
3 unanimously.  
4 Chairman Wooten.  
5 CRAIG WOOTEN: Yes. The third item ---  
6 BRETT SANDERS: I'd like to ---  
7 TOMMY DUNN: Excuse me.  
8 BRETT SANDERS: I'd like to make a motion  
9 to approve the ATAX recommendations as submitted by the  
10 Advisory Committee and staff recommended by the Finance  
11 Committee, by giving two thousand to the Upstate Equine  
12 Council from the accommodations tax.  
13 GRACIE FLOYD: What?  
14 TOMMY DUNN: Put that -- that's what  
15 we've been talking about.  
16 GRACIE FLOYD: Yeah.  
17 TOMMY DUNN: Put that in the form of a  
18 motion. Do we have a second?  
19 JIMMY DAVIS: Second.  
20 TOMMY DUNN: That's coming -- his  
21 motion is to take two thousand dollars out of  
22 accommodations tax to give to ---  
23 BRETT SANDERS: Upstate Equine.  
24 GRACIE FLOYD: But where are we taking it  
25 from?  
26 TOMMY DUNN: Accommodations. Not ATAX,  
27 accommodations.  
28 GRACIE FLOYD: Oh, yeah. How can we do  
29 that, take it from the ---  
30 BRETT SANDERS: Take it from  
31 accommodations.  
32 GRACIE FLOYD: How much is in that  
33 accommodations ...  
34 BRETT SANDERS: I'm not sure. They  
35 requested two thousand actually to help balance the  
36 ATAX stuff, take money from one and do to the other.  
37 GRACIE FLOYD: But why?  
38 BRETT SANDERS: Because they actually got  
39 cut more than ---  
40 GRACIE FLOYD: A whole lot of them did,  
41 so are we going to ---  
42 BRETT SANDERS: But not at that  
43 percentage. And you're welcome to ---  
44 TOMMY DUNN: If we could just for a  
45 minute let Mr. Burns see if we can get something ---  
46 RUSTY BURNS: Council is looking to take  
47 the accommodations tax as recommended by the committee  
48 as is. There were two instances which are separate  
49 instances where two groups were cut, but they needed  
50 that money to make themselves whole. So you have the

1 original recommendation which is one thing. Then you  
2 have the second recommendation divorced from what you  
3 just voted on for two thousand dollars and I think  
4 you'll have another one for five thousand dollars.  
5 BRETT SANDERS: For four and another one  
6 for five.  
7 RUSTY BURNS: Another one for five,  
8 which would be additional accommodations tax money  
9 which we have.  
10 GRACIE FLOYD: Okay. Well, this is just  
11 new because we've never had anything like that before.  
12 RUSTY BURNS: We will be having a  
13 Finance Committee meeting that's been scheduled coming  
14 up to request additional expenditures of accommodations  
15 tax money coming from a separate pot, Ms. Floyd, and we  
16 will be requesting about a hundred thousand dollars,  
17 off the top of my head, for Broadway Lake out of this  
18 same fund.  
19 GRACIE FLOYD: When?  
20 RUSTY BURNS: At the next council  
21 meeting.  
22 GRACIE FLOYD: You're going to give ---  
23 TOMMY DUNN: No, there's going to be a  
24 committee meeting ---  
25 RUSTY BURNS: There will be a Finance  
26 Committee with a recommendation and then it will come  
27 to full council.  
28 GRACIE FLOYD: Well, this what I don't --  
29 pro -- what do they say?  
30 RUSTY BURNS: Quid pro quo?  
31 GRACIE FLOYD: Yeah.  
32 RUSTY BURNS: If it is, you're coming  
33 out ahead.  
34 GRACIE FLOYD: Uh-huh (affirmative). I  
35 see what Trump feels like now. All I have to do is  
36 vote for this and I get that other one; right? Okay.  
37 Thank you.  
38 TOMMY DUNN: All in favor of Mr.  
39 Sanders' motion, show of hands. All opposed. Show the  
40 motion carries unanimously with Ms. Wilson recusing  
41 herself. She's outside. She can come back in.  
42 BRETT SANDERS: We need to also do -- I'd  
43 like to put in the form of a motion before Ms. Wilson  
44 comes back in ---  
45 LEON HARMON: He's got another one, I  
46 think, for the Equine Council.  
47 TOMMY DUNN: My apologies. Go ahead,  
48 Mr. Sanders.  
49 BRETT SANDERS: Yeah, I'd also like to  
50 make a motion to award the South Carolina Upstate

1 Equine an additional three thousand out of the  
2 accommodations fee. I'd like to put that in the form  
3 of a motion.

4 TOMMY DUNN: Have a second?  
5 JIMMY DAVIS: Second.  
6 TOMMY DUNN: Second Mr. Davis. Now  
7 discussion. All in favor of the motion show of hands.  
8 All opposed like sign. Show the motion carries  
9 unanimously. Again, Ms. Wilson is out of the room,  
10 recused herself. Now is that through with Ms. Wilson?  
11 Can she come back in?

12 BRETT SANDERS: Ms. Wilson can come back  
13 in; yes, sir.

14 TOMMY DUNN: You've got one more?  
15 BRETT SANDERS: Yes, sir. We'll wait.  
16 TOMMY DUNN: Okay. Go ahead.  
17 BRETT SANDERS: I'd also like to put in  
18 the form of a motion an award from the accommodations  
19 fee four thousand to the T. Ed Garrison Arena and five  
20 thousand to the Iva Community Recreation.

21 TOMMY DUNN: We have a motion by Mr.  
22 Sanders. Do we have a second?

23 JIMMY DAVIS: Second.  
24 TOMMY DUNN: Second by Mr. Davis. Now  
25 discussion.

26 GRACIE FLOYD: Well, you know, I want to  
27 discuss it, but I don't know what to discuss. This is  
28 the first time I knew that we could do this. First  
29 time in twenty years and I've been sitting here waiting  
30 on money and all I had to do was go to the  
31 accommodations tax to get it and give it to the ATAX.  
32 Somebody say something.

33 RUSTY BURNS: Accommodations tax and  
34 ATAX are exactly the same thing. But by state law they  
35 are segregated into categories. The first one, the  
36 larger one that we voted on, requires us to give thirty  
37 percent of that money to qualifying organizations that  
38 request it. What we're doing now is dipping into our  
39 accommodations tax money to flesh out these requests  
40 from those organizations. And in doing this tonight  
41 then we will also have in the next Finance Committee  
42 meeting and the next council meeting, more  
43 appropriations from that accommodations tax fund.

44 GRACIE FLOYD: Well, Mr. Burns, thank you  
45 for explaining it.

46 RUSTY BURNS: Yes, ma'am.  
47 GRACIE FLOYD: But Mr. Burns, I didn't  
48 know that we get pots of this money. I never knew  
49 that. Never knew that. I've been here twenty years.  
50 I'm the longest sitting body up here. And I never knew

1 that.

2 So can we discuss the Broadway thing now in front  
3 of people.

4 RUSTY BURNS: Sure we can. What we are  
5 going to be requesting is we already have some money  
6 for the two walls at Broadway Lake in additional to the  
7 other work that we want to do down there, which is to  
8 move some of those delapidated structures and things of  
9 that nature. So we will need approximately -- we  
10 opened the bids last week, off the top of my head, and  
11 the bids came in. The low bid was around two hundred  
12 twenty thousand dollars. We're still reviewing that  
13 bid, but we think it to be a just bid. So in order for  
14 us to match the money that was already allocated in  
15 last year's budget ---

16 GRACIE FLOYD: Yeah.

17 RUSTY BURNS: --- we're going to need  
18 some additional money and we're going to take that  
19 money out of the accommodations tax fund to make it  
20 reach that level.

21 GRACIE FLOYD: All right. Mr. Burns, I  
22 think that we need to sit down together to discuss  
23 this.

24 RUSTY BURNS: Yes, ma'am.

25 GRACIE FLOYD: Okay. So we'll do that  
26 tomorrow.

27 RUSTY BURNS: Yes, ma'am.

28 GRACIE FLOYD: So folks, stay tuned.  
29 Come back next week for the same time and place to get  
30 the results ---

31 JIMMY DAVIS: I won't be here next week.

32 GRACIE FLOYD: Why not?

33 TOMMY DUNN: All in favor of Mr.

34 Sanders' motion show of hands. All opposed.

35 Abstentions?

36 GRACIE FLOYD: Opposing.

37 TOMMY DUNN: You abstain?

38 GRACIE FLOYD: I abstain.

39 TOMMY DUNN: Show the motion carries  
40 with Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Graham, Mr.  
41 Wooten and Ms. Wilson in favor and Ms. Floyd abstains.

42 Mr. Chairman, moving on to number 5.

43 CRAIG WOOTEN: Yes, sir. We had a K9  
44 vehicle donation to the city of Belton. This was a  
45 vehicle that was identified by Stone internally as one  
46 that I believe it had a hundred and ninety-three  
47 thousand miles on it, but it was one in our fleet that  
48 we could afford to work with the city of Belton who  
49 needed it. They put forth which item it was, and it's  
50 a 2009 model, currently a hundred ninety-three thousand

1 miles, and comes as a recommendation from Joe Stone,  
2 our Fleet manager. I put that in the form of a motion.

3 TOMMY DUNN: Have a motion coming from  
4 the Finance Committee doesn't need a second. Any  
5 discussion?

6 RAY GRAHAM: Yes, Mr. Chairman, just  
7 wanted -- I know we haven't voted on this yet, but  
8 definitely wanted to thank the council members for  
9 considering this for the city of Belton, and also for  
10 the sheriff. Hopefully in the future, Sheriff, we can  
11 get rid of the cars from you guys with less miles so we  
12 can help these municipalities out. But this is a big  
13 part to these municipalities and the willingness for  
14 everybody working together to assist them, I mean it's  
15 huge in their mind because they just do not have the  
16 funding to do that. But definitely appreciate  
17 everybody's support.

18 TOMMY DUNN: All in favor of the motion  
19 show of hands. All opposed like sign. Show the motion  
20 carries unanimously.

21 Moving on, Mr. Chairman.

22 CRAIG WOOTEN: Yes. The next item, if  
23 you all will permit me, I'll put the different county  
24 workers from selected departments in a single motion.  
25 But before I do that we were looking for a customer as  
26 a recommendation -- or a request from the Register of  
27 Deeds, they're looking for a customer service  
28 specialist. Brian Richardson from Facilities asked for  
29 a custodian and building maintenance technical. Greg  
30 Smith came and asked for a solid waste truck driver.  
31 And then Dr. Sanders had asked for a senior caretaker,  
32 animal caretaker. In all of these instances except one  
33 these were already existing positions that were in the  
34 budget that just have not been filled yet. So they're  
35 open positions where we haven't been paying anybody  
36 because they've just been absent.

37 One, the custodian, is an actual new position and  
38 that is for the TTI facility out on 28 Bypass which is  
39 a massive facility. And we do not have, currently,  
40 staff that can be the custodian of that facility and  
41 also take care of the other workload around the county.  
42 So that was a logical additional. But I wanted to make  
43 that clarification, that all of them were existing  
44 positions that they were requesting to fill except for  
45 one for the custodian of TTI.

46 So with the permission of Council and chairman, I'd  
47 like to put all of that together in the form of a  
48 motion.

49 TOMMY DUNN: Have a motion. Again,  
50 coming from the Finance Committee it doesn't need a

1 second. Any discussion? All in favor of the motion  
2 show of hands. All opposed like sign. Show the motion  
3 carries unanimously.

4 Moving on to item number 7. Mr. Chairman.

5 CRAIG WOOTEN: Ms. Rita Davis finished  
6 with a quarterly update. And this was an item that  
7 Councilman Sanders had talked with the committee about  
8 and with Ms. Davis about and this was a really good  
9 thing in the fact that it shows what our budget numbers  
10 are for the year in different departments when it comes  
11 to personnel, spending, capital requirements, and then  
12 it shows us each quarter how much we've spent to-date  
13 so far and what percentage of that is of the entire  
14 budget. So it allows us to line item and look, is  
15 there a department or key area that is spending money  
16 quicker than their yearly budget, and that can allow us  
17 to ask questions and figure out what's going on.

18 In many cases it's logical because departments  
19 don't always spend money evenly every month throughout  
20 the year. They have peak times of expenses. But in  
21 seeing that breakdown, it's very informative and allows  
22 us to make decisions. And if there are problems or if  
23 there are successes, we're able to see them as they're  
24 transpiring through the year and they're not surprises  
25 at the end of the year. And I think it'll aid in the  
26 budgeting process as we enter next spring.

27 After that we didn't have any citizens comments.  
28 And before we adjourned we agreed to shoot for a  
29 meeting, I believe it's November 18th. It's the Monday  
30 before the next meeting. We're going to try to have  
31 the Finance Committee meeting at 1:00. That's what  
32 we're shooting for right now. We'll have to schedule  
33 that with the Clerk to Council.

34 TOMMY DUNN: Ms. Davis, if you haven't  
35 already done it, make sure all council members get a  
36 copy of that report, quarterly report, just for  
37 information. It's the first one; there will be a  
38 second one; third one. That's to help out in the  
39 budget process.

40 At this time do we have a -- thank you, Mr.  
41 Chairman. At this time do we have a motion to go into  
42 executive session? This is for legal issues regarding  
43 the opium litigation thing.

44 BRETT SANDERS: So moved.

45 CINDY WILSON: So moved.

46 BRETT SANDERS: Motion Mr. Sanders; second  
47 Ms. Wilson. All in favor of the motion show of hands.  
48 All opposed. Show the motion carries unanimously.  
49 We'll go right back here for a couple of minutes.

50 **EXECUTIVE SESSION**

1 CINDY WILSON: May I make the motion that  
2 we come out of executive session, having received legal  
3 information regarding the opioid litigation, with no  
4 decisions voted on.

5 TOMMY DUNN: All in favor of the motion  
6 show of hands. Opposed like sign. Show the motion  
7 carries unanimously.

8 Moving on. Mr. Wooten.

9 CRAIG WOOTEN: Yes. I'd like to read  
10 Resolution number 2019-052 into the record.

11 This is a resolution to opt out of the nationwide  
12 class certified for negotiation purposes in a national  
13 prescription opiate litigation MDL 2804 and other  
14 matters related thereto.

15 WHEREAS, Anderson County (the "County") is a  
16 plaintiff in the consolidated South Carolina state  
17 court action In re: South Carolina Opioid Litigation  
18 and is represented in that action by Harrison White, PC  
19 (South Carolina Opioid Counsel);

20 WHEREAS, a class has been certified under Rule 23  
21 of the Federal Rules of Civil Procedure (the "Class")  
22 in the multi-district litigation In Re: National  
23 Prescription Opiate Litigation that is intended to  
24 encourage and facilitate negotiations between opioid  
25 defendants and Class members;

26 WHEREAS, the Class encompasses all cities and  
27 counties in the United States, including the County;

28 WHEREAS, membership in the Class allows the County  
29 to share in any approved nationwide settlement reached  
30 with the Class (an Approved Settlement) and binds the  
31 County to any such settlement;

32 WHEREAS, opting out of the Class foregoes the  
33 County's right to share in an Approved Settlement and  
34 prevents the County from being bound by any such  
35 settlement;

36 WHEREAS, the deadline for opting out of the Class  
37 is November 22, 2019 (the Opt-Out Deadline), after  
38 which there is no guarantee that the County will be  
39 permitted to change its position relative to the class;

40 WHEREAS, the failure to affirmatively opt out of  
41 the class by the Opt-Out Deadline will result in the  
42 County remaining a member of the Class; and

43 WHEREAS, the County recognizes that it could choose  
44 to be a member of the Class but desires to opt out of  
45 it.

46 NOW, THEREFORE, BE IT RESOLVED by the Anderson  
47 County Council in meeting duly assembled that:

48 1. The County will opt out of membership in the  
49 Class and the Council will authorize its County  
50 Attorney to sign the appropriate exclusion request

1 form, thereby affirmatively opting out of the Class and  
2 to communicate the Council's decision and deliver the  
3 exclusion request form to South Carolina Opioid Counsel  
4 as soon as is practicable after the adoption of this  
5 resolution.

6 2. All orders and resolutions in conflict herewith  
7 are, to the extent of such conflict only, repealed and  
8 rescinded.

9 3. Should any part or portion of this resolution be  
10 deemed unconstitutional or otherwise unenforceable by  
11 any court of competent jurisdiction, such finding shall  
12 not affect the remainder hereof, all of which is hereby  
13 deemed separable.

14 4. This resolution shall take effect and be in  
15 force immediately upon enactment.

16 RESOLVED this 5 th day of November, 2019, in  
17 meeting duly assembled.

18 In reading this into the record, I'd like to make a  
19 motion that we approve this resolution on the basis of  
20 recommendation from our legal counsel.

21 TOMMY DUNN: Have a motion by Mr.  
22 Wooten. Have a second?

23 CINDY WILSON: Second.

24 CINDY WILSON: Second.

25 TOMMY DUNN: Second Ms. Wilson.

26 Discussion? All in favor of the motion show of hands.  
27 All opposed like sign. Show the motion carries  
28 unanimously.

29 Thank you, Mr. Wooten. Thank you, Mr. Harmon.

30 Moving on to item 14, appointments. I have one  
31 appointment to the Ad-Hoc Airport Committee. The  
32 County Council Ad-Hoc Airport committee will examine  
33 all airport operations and policies with the goal of  
34 improving function, safety, growth and financial  
35 sustainability. Opportunities related to runway and  
36 hangars will also be under the purview of this  
37 committee. I appoint Mr. Sanders chairman, Mr. Davis  
38 and myself. Put that in the form of a motion. Have a  
39 second?

40 JIMMY DAVIS: Second.

41 TOMMY DUNN: Second Mr. Davis. Any  
42 discussion? All in favor of the motion show of hands.  
43 All opposed like sign. Show the motion carries  
44 unanimously.

45 Do we have any other appointments?

46 GRACIE FLOYD: Anybody can come to those  
47 meetings; right?

48 TOMMY DUNN: Yes, ma'am. They'll be  
49 public notified.

50 GRACIE FLOYD: Yeah.

1 TOMMY DUNN: Hearing no more requests,  
2 now requests for council members. Mr. Davis.  
3 JIMMY DAVIS: I have none.  
4 TOMMY DUNN: Mr. Sanders?  
5 BRETT SANDERS: Yes, sir, Mr. Chairman,  
6 the GAMAC, I'd like to request (mic cutting out).  
7 TOMMY DUNN: Have a motion Mr. Sanders;  
8 second Ms. Wilson. Discussion?  
9 GRACIE FLOYD: Yes. What is that?  
10 TOMMY DUNN: GAMAC.  
11 RUSTY BURNS: It's the Greater Anderson  
12 Musical Consortium.  
13 TOMMY DUNN: It's a choir.  
14 GRACIE FLOYD: Wait a minute. It's too  
15 many people at one time. You say GAMAC?  
16 JIMMY DAVIS: GAMAC.  
17 GRACIE FLOYD: Oh, okay. I'm sorry.  
18 GAMAC. Yeah, excuse me. I know what that is.  
19 TOMMY DUNN: All in favor of the motion  
20 show of hands. All opposed like sign. Show the motion  
21 carries unanimously. Anything else, Mr. Sanders?  
22 BRETT SANDERS: No, sir.  
23 TOMMY DUNN: Ms. Floyd?  
24 GRACIE FLOYD: Yeah. I have the South  
25 Carolina Dogs Therapy Group. This is a group that goes  
26 around to the children and the dogs help them to read.  
27 They interact with the dogs and the dogs interact with  
28 them. They are called -- they read to the therapy  
29 dogs, but that's what it is. It's a recreational  
30 thing. I would like to allocate fifteen hundred  
31 dollars from District 2's recreational account. That's  
32 in the form of a motion.  
33 TOMMY DUNN: We have a motion. Do we  
34 have a second? Ms. Wilson. Any discussion? All in  
35 favor of the motion show of hands. All opposed like  
36 sign. Show the motion carries unanimously.  
37 Mr. Graham?  
38 RAY GRAHAM: Nothing at this time, Mr.  
39 Chairman.  
40 TOMMY DUNN: Mr. Wooten?  
41 CRAIG WOOTEN: Yes. From District 1 I'd  
42 like to allocate fifteen hundred dollars to GAMAC. Put  
43 that in the form of a motion.  
44 TOMMY DUNN: Have a second.  
45 CINDY WILSON: Second.  
46 TOMMY DUNN: Second Ms. Wilson. Any  
47 discussion? All in favor of the motion show of hands.  
48 All opposed like sign. Show the motion carries  
49 unanimously. Anything else, Mr. Wooten?  
50 CRAIG WOOTEN: No, sir.

1 TOMMY DUNN: Ms. Wilson?  
2 CINDY WILSON: Also from District 7's rec  
3 account, two hundred dollars for the GAMAC proposal for  
4 the children's scholarships. Thank you.  
5 TOMMY DUNN: Motion Ms. Wilson. Have a  
6 second?  
7 BRETT SANDERS: Second.  
8 TOMMY DUNN: Second Mr. Sanders. Any  
9 discussion? All in favor of the motion show of hands.  
10 All opposed like sign. Show the motion carries  
11 unanimously.  
12 Out of District 5's account, allocate two hundred  
13 dollars also to GAMAC. Put that in the form of a  
14 motion. Second Mr. Davis. Discussion? All in favor  
15 of the motion show of hands. All opposed like sign.  
16 Show the motion carries unanimously.  
17 Moving on to item number 16, administrator's  
18 report.  
19 RUSTY BURNS: Nothing at this time, Mr.  
20 Chairman.  
21 TOMMY DUNN: Thank you.  
22 Now, going on to number 17, citizens comments.  
23 When Mr. Harmon calls your name you've got -- please  
24 state your name and district for the record. Also you  
25 have three minutes. Please address the chair. And  
26 keep in mind, according to our ordinance, this is not a  
27 question and answer session. Go ahead.  
28 LEON HARMON: Mr. Chairman, first  
29 speaker is William Simpson.  
30 TOMMY DUNN: Help him out. Help him  
31 get to the mic and make sure the mic is working.  
32 WILLIAM SIMPSON: Thank you, County Council  
33 and thank you, Mr. Davis, District 6. My name is  
34 William Simpson. I live in Bentwood I Subdivision in  
35 Piedmont. We have a dog problem. And I have a  
36 petition with sixteen names that has signed it, all  
37 within hearing distance of the dogs. They are really a  
38 nuisance. And I would like to have something done  
39 about it; either he move the dogs out of the  
40 subdivision to another location where we wouldn't hear  
41 them at all. I know you can't do anything about  
42 barking dogs, but they are a nuisance, as you see with  
43 all the signatures. And they're Doberman Pincers.  
44 Doberman dogs, the big dogs. And they are very loud  
45 and they're adult dogs. And we'd like to have  
46 something done about it.  
47 The property in question is on 1808 River Road,  
48 which backs up to our subdivision. It is very loud.  
49 We'd like to get something done about it if we can.  
50 He's got big dogs and he's got puppies. They're both

1 howling and it just annoys the whole neighborhood. I'd  
2 like to have something done about it; change the code,  
3 location of puppy mills. I don't know the definition  
4 of a puppy mill, but he's raising all these dogs and  
5 selling them. Hearsay, he's making a good profit off  
6 of them. Anyway, they don't need to be in our  
7 neighborhood; bottom line. I have some neighbors here  
8 who signed the petition. I'd like to turn it over to  
9 them. Thank you very much.

10 TOMMY DUNN: Thank you. Mr. Harmon.

11 LEON HARMON: Mr. Chairman, next

12 speaker is Angie Hernandez.

13 ANGIE HERNANDEZ: Good evening. My name is  
14 Angie Hernandez and thank you for your time. I am with  
15 Mr. Bill, as well. It's very upsetting that they're  
16 doing that. There is a puppy mill because he is  
17 selling them. He is going even farther as Illinois to  
18 sell them.

19 And one of them came into my property. We have a  
20 fenced-in yard. I have video that my daughter -- she's  
21 an eighteen year old and wet she's a hundred and twenty  
22 pounds. So she took a video, but she was scared for  
23 her life. And the next slide that she has, the dog is  
24 coming toward her. And he is at our back door, which  
25 is glasses, to my kitchen and she's taking pictures  
26 because she's calling me and telling me, mom, the dogs  
27 came out; they're after me. She says I can't even walk  
28 in my own yard. And so it's more towards our property  
29 which ends up on 105 Bentwood Road, but it's still -- I  
30 don't have the pictures but he went ahead and put tarps  
31 to pretend that they're not there. But still he is  
32 clinging from our fence line. So we've been there for  
33 nineteen years. Nothing has ever happened. We were  
34 fine with the neighbors everywhere. But all of a  
35 sudden they move in and this is what we have. We have  
36 video from Mr. Bill Simpson's recordings where he is  
37 across the street from us at 107 and you could hear it  
38 from his front door the loud barking and stuff. The  
39 nuisance is not only the dogs but the vocabulary that  
40 comes out of the owner's mouth.

41 So with that said, I don't want my children around  
42 that. So my husband says I don't know what's worst,  
43 the mouth of the lady or the dogs barking. So you  
44 know, their thing is that they spoke to their neighbor  
45 saying it is farmland, which I'm not aware that that  
46 was ever -- it was twenty years further. But we've  
47 been there for nineteen years and it has never been a  
48 farm. So that's what I bring to the floor. Thank you  
49 for your time.

50 TOMMY DUNN: Thank you.

1 CINDY WILSON: Mr. Chairman, we do have  
2 puppy mill ordinances. Has that ever been looked into?  
3 TOMMY DUNN: I think Mr. Davis is on  
4 top of this. This is in his district. Give the man a  
5 chance to do something another. He's got the sheriff's  
6 department and talked to them, too.  
7 Mr. Harmon.

8 LEON HARMON: Mr. Chairman, next  
9 speaker is Donald P. -- I think it's Curry. I may have  
10 that wrong.

11 DONALD P. CURRY: Mr. Chairman, not much I  
12 can say because they pretty much got it covered. But  
13 I've been there since '74 when they first built the  
14 subdivision and never had no problems with each other's  
15 dogs till now. The person don't seem to want to get  
16 along with neighbors just trying to explain to him that  
17 we're having problems. He seems to think that we're  
18 wrong and he's right. We don't need that. We have  
19 children in our neighborhood. We don't need dogs  
20 running after our children. If you would in your heart  
21 would you think about maybe doing something to make a  
22 change. Bless you. Appreciate it. The neighborhood  
23 appreciates it.

24 TOMMY DUNN: Yes, sir.

25 DONALD P. CURRY: Thank you.

26 TOMMY DUNN: Yes, sir.

27 LEON HARMON: Next speaker is Elizabeth  
28 Fant.

29 ELIZABETH FANT: Elizabeth Fant, District  
30 3. One of the things that most people treasure is  
31 their home environment where they live. Most people  
32 have put a lot of investment of heart and money into  
33 where they live and it needs to be a safe and secure  
34 place.

35 I mentioned Homeland Park. The other night I'm  
36 trying to drive out of Homeland Park -- I've not been  
37 in it much, although I have some friends who live  
38 there, I don't go that way very often -- I couldn't  
39 find my way out. There weren't street lights. There  
40 weren't sidewalks; at least where I was there weren't  
41 any. People were burning trash. It was so strong that  
42 my eyes were just burning, so I don't know how and why  
43 they're allowed to do that in the city.

44 But I'm going to coin a word tonight, a word that  
45 I'm going to make up, and I'm going to call it chelegal  
46 (phonics); taking the word cheat and adding legal and  
47 saying it's chelegal. I don't know how many of you  
48 have been bombarded, but in the last two weeks my phone  
49 doesn't stop ringing before I get some kind of robo  
50 call. And one of the types of the calls is, they'll

1 call and if I miss the call and I call back thinking  
2 it's an animal call, they'll say this is Nancy, are you  
3 calling about the Medicare something? And they're  
4 wanting you to say yes. And when you do that, somehow  
5 another that triggers your buying something or they can  
6 hook you into some sort of scandal. Another one I'm  
7 getting is social security. They're calling to say you  
8 owe a fine and if you don't contact so-and-so-and-so,  
9 you're going to go to Court because this fine shows  
10 that you're doing money laundering. Another one is  
11 somebody from the something another sheriff's fund  
12 trying to raise money for the sheriff. They don't do  
13 that. And another one that's happening, that's  
14 happened twice to me at QuikTrip; once in Greenville  
15 and once in Anderson. QuikTrip employees have their  
16 backs to the machines outside. They're looking at the  
17 counter and the people who are coming up to pay so  
18 they're not aware of what's going on out. Twice there  
19 have been people out there who are, oh, we just ran out  
20 of gas or we need money for a car part or whatever.  
21 And QuikTrip I consider to be one of the better gas  
22 stations. But it's happening because where they're  
23 doing it on the extremities of the place next to the  
24 doors where the attendants can't see.

25 And another thing when we're talking about the web  
26 and so forth, I want to make sure that our county  
27 computer ---

28 LEON HARMON: Time, Mr. Chairman.

29 TOMMY DUNN: Thank you, Mr. Harmon.

30 Anyone else?

31 LEON HARMON: No one else is signed up.

32 TOMMY DUNN: Remarks from council

33 members now. Mr. Davis.

34 JIMMY DAVIS: Thank you, Mr. Chair. I  
35 thank the citizens from District 6 for coming up. We  
36 have another one, Ms. Bodner (phonics), here in the  
37 back that is here with this same complaint about some  
38 barking dogs. The gentleman at his residence is  
39 raising many Doberman Pincers. I'm a dog lover, but  
40 this dog barking is going on for long, long periods of  
41 time. What I will say is your voice is heard. We have  
42 one of our best deputies, Deputy McCarley, on this  
43 case. We've got the sheriff. And we're not going to  
44 drop it. We're going to investigate it. You have a  
45 right to live a peaceful existence on the property that  
46 you pay Anderson County taxes on. And I appreciate you  
47 being here and we will continue the investigation. And  
48 if it's okay I'll work through Mr. Simpson here. He  
49 can give you the information from there. But your  
50 voice is heard, and thank you for the petition. That's

1 all I have, Mr. Chairman.  
2 TOMMY DUNN: Thank you, Mr. Davis. Mr.  
3 Sanders.  
4 BRETT SANDERS: Yes, sir, Mr. Chairman. I  
5 would just like to say I'm glad to be back and I  
6 appreciate members of council reaching out to me. I  
7 apologize to my constituents for the one that I missed.  
8 I'm back and will be a hundred percent before long.  
9 Thank you.  
10 TOMMY DUNN: Have you been gone?  
11 BRETT SANDERS: Yeah. No, I'm glad to be  
12 back.  
13 TOMMY DUNN: We're glad to have you  
14 back. Ms. Floyd.  
15 GRACIE FLOYD: Yeah, I want, Mr. Davis,  
16 if I can, I'd like to thank your folks for coming up  
17 there. I really, really enjoyed them. I enjoyed  
18 talking with them and I hope that they will come back.  
19 Don't let this be your last time, even if I don't get  
20 there to fix the (not speaking into mic). But I was so  
21 -- you made me feel like it was worthwhile. Thank you  
22 so much.  
23 About the dogs and cats thing, I too think it's  
24 terrible. I suffer from cats. For some reason people  
25 drop the cats off at my house. The children were  
26 telling me today I've got a new one that looks like a  
27 bear. There are my neighborhood children; okay? I  
28 need help. I need help. They're sleeping all over my  
29 carport. I have the cushions, chairs out there for my  
30 comfort, but I have so many cats at nighttime that you  
31 can't -- you know, you just ... Mr. Burns, we need  
32 help. They need help with the dogs. I need help with  
33 the cats. Okay?  
34 Now I know we've got these rules what you can't do,  
35 what you can't do, but nobody never tell you what you  
36 can do. I don't like cats; I don't want them around my  
37 house.  
38 Okay. I told you today I need your help in getting  
39 these houses torn down in District 2. If you can help,  
40 if you'd like to help, if you'd like to write a letter  
41 or whatever you can do to help us, we would certainly  
42 appreciate it. I think that Anderson is a beautiful  
43 town. I have some people I'd like to move out, but you  
44 can't do that. But it's a beautiful, beautiful town; a  
45 good place to live. But all of it has to be  
46 considered. You can't just leave people behind while  
47 you just keep on building everywhere else that's nice.  
48 As long as I have breath in my body I will fight it.  
49 The jail thing, I believe in the jail thing, but my  
50 only thing is we've been here before. We've had this

1 rodeo right here in Anderson. We spent over thirty  
2 thousand dollars trying to get a -- the money is gone  
3 but nothing has happened. The only thing I'm saying  
4 now, if we're going to do this, let's do it. No more  
5 wasted money or time.

6 Mr. Leon, I have something to tell you but I can't  
7 remember what it is. But all night long I remembered  
8 until I had a chance to talk with you and now I can't  
9 think of what it is now.

10 But other than that, Lord, it's a hard time these  
11 days. There's nobody else, but I'm going through a  
12 personal crisis. I don't even know it is, but if you  
13 are a praying person -- now I don't mean the people  
14 that'll stand up and pray, you know, like the Pharisees  
15 did, good ole long prayer for nothing -- I'm talking  
16 about praying people. Remember me in your prayers.  
17 And that's all I have.

18 TOMMY DUNN: Thank you, Ms. Floyd.

19 Mr. Graham.

20 RAY GRAHAM: Nothing at this time, Mr.

21 Chairman.

22 CRAIG WOOTEN: Nothing at this time.

23 TOMMY DUNN: Ms. Wilson.

24 CINDY WILSON: Nothing at this time.

25 TOMMY DUNN: I'd just like to say I  
26 want to appreciate Mr. Burns and his staff, all they're  
27 doing. They've got another fishing trip this week for  
28 Anderson County, and all the work they're doing on that  
29 to make that successful. Also want to thank staff and  
30 all the people involved on my garage, looking at moving  
31 it to TTI and work done on it. We continue to work. I  
32 think the committee is meeting Thursday. That's one  
33 thing.

34 And for these folks out here, I want you to know  
35 y'all's voice has been heard. Y'all are welcome to  
36 come to council any time. You've got a good council  
37 member. All you need to do is talk to Mr. Davis. If  
38 there's anything he can do, he'll sure do it. What we  
39 do, we've got to find out what we can do if there's any  
40 ordinances to change. We've also got to keep in mind  
41 what we do, then people -- if we do something they're  
42 going to more than likely go to Court and we've got to  
43 make sure a judge is going to uphold it. Anything we  
44 can do, we'll do. And I echo Mr. Davis's sentiments  
45 about Officer McCarley. He's good. He's helped us in  
46 my district many a time; does a good job.

47 Meeting be adjourned. Thank y'all.

48

49

(MEETING ADJOURNED AT 8:38 P.M.)

**RESOLUTION #R2019-054**

**A RESOLUTION OF ANDERSON COUNTY COUNCIL TO REQUEST THE ASSISTANCE OF THE ANDERSON COUNTY LEGISLATIVE DELEGATION TO THE SOUTH CAROLINA GENERAL ASSEMBLY AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) TO ADDRESS INCREASED LITTER ON STATE-MAINTAINED ROADWAYS IN ANDERSON COUNTY.**

**WHEREAS**, Anderson County Council recognizes that the reduction of roadside litter benefits the citizens of Anderson County and the State of South Carolina environmentally and economically while supporting public health, quality of life, and local tourism; and

**WHEREAS**, Anderson County Council believes a strong partnership between Anderson County and the South Carolina Department of Transportation is essential to the success of litter control efforts on the state-maintained roadways in Anderson County; and

**WHEREAS**, Anderson County Council is aware that the functional and aesthetic conditions of state-maintained roads drive the local and regional economies and reflect upon Anderson County as a whole;

**BE IT THEREFORE RESOLVED**, in a meeting duly assembled this 19<sup>th</sup> day of November 2019, that the Anderson County Council requests the assistance of the Anderson County Legislative Delegation and the South Carolina Department of Transportation (SCDOT) in renewing and revitalizing the partnership between Anderson County and the State of South Carolina in litter control efforts on state-maintained roadways in Anderson County.

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Tommy Dunn, Chairman  
District Five

\_\_\_\_\_  
M. Cindy Wilson  
District Seven

**ATTEST:**

\_\_\_\_\_  
Rusty Burns  
County Administrator

\_\_\_\_\_  
Lacey A. Croegaert  
Clerk to Council

**Resolution #R2019-055**

**A Resolution to Support the Atlanta to Charlotte Passenger Rail Corridor Investment Plan;  
and other matters related thereto.**

**WHEREAS**, the Atlanta to Charlotte Passenger Rail Corridor Investment Plan (PRCIP), an initiative of the Federal Railroad Administration and the Georgia Department of Transportation, proposes to develop high-speed passenger rail transportation from Charlotte, North Carolina to Atlanta, Georgia with stops in Upstate South Carolina; and,

**WHEREAS**, improving passenger rail infrastructure will benefit Anderson County, upstate South Carolina, and the southeastern United States by providing reliable and efficient transportation, improving travel times between cities, enhancing energy efficiency, and promoting economic development; and,

**WHEREAS**, the future Atlanta to Charlotte rail corridor under consideration proposes to stop in Anderson County, offering expanded business and employment opportunities to Anderson County, greater access to regional cultural and entertainment opportunities, increased visitation to our community, and greater connections among friends and families across the region; and,

**WHEREAS**, the Anderson County Council desires to pledge its support to the Atlanta to Charlotte Passenger Rail Corridor Investment Plan; and,

**NOW, THEREFORE**, be it resolved by Anderson County Council in meeting duly assembled that:

1. Anderson County, acting by and through its County Council, hereby joins other city and county governments, businesses, institutions and organizations from across the Upstate region to support the development of the Atlanta to Charlotte Passenger Rail Corridor Investment Plan.
2. This resolution shall take effect and be in force immediately upon enactment.

**Resolved** in meeting duly assembled this 19th day of November 2019.

ATTEST:

FOR ANDERSON COUNTY:

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Rusty Burns  
County Administrator

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Hon. Gracie S. Floyd  
Councilwoman, District #2

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Lacey Croegaert  
Clerk to Council

**ORDINANCE NO. 2019-048**

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAX AND INCENTIVE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND SANTA'S HAT SOLAR, LLC TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING THE INCLUSION OF A PROJECT SITE IN A MULTI-COUNTY BUSINESS PARK; AUTHORIZING CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("FILOT Act"), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina ("South Carolina" or "State") or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("FILOT Payments"), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Greenville County ("Park");

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide special source revenue credits ("Infrastructure Credits") against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility ("Infrastructure");

WHEREAS, Santa's Hat Solar, LLC, a company previously identified as Project Santa's Hat ("Sponsor"), desires to establish a photovoltaic solar facility in the County ("Project") consisting of an investment in real and personal property of not less than \$2,500,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor and a sponsor affiliate, the final form of which is attached as Exhibit A ("Fee Agreement"), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

**Section 1. Statutory Findings.** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria, including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(d) The benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance ("Ordinance"), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement's terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council ("Chair") is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

**Section 3. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

**Section 4. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 5. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 6. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey Croegaert  
Anderson County Clerk of Council

**APPROVED AS TO FORM:**

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Leon Harmon  
Anderson County Attorney

First Reading: September 17, 2019  
Second Reading: October 1, 2019  
Public Hearing: November 19, 2019  
Third Reading: November 19, 2019

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

~#4826-6206-5815 v.1~

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**FEE-IN-LIEU OF *AD VALOREM* TAXES AND  
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

**BETWEEN**

**PROJECT SANTA'S HAT SOLAR, LLC**

**AND**

**ANDERSON COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF JANUARY 1, 2020**

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## SUMMARY OF CONTENTS OF FEE AGREEMENT

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
<b>Sponsor Name</b>	Santa's Hat Solar, LLC	
<b>Project Location</b>	Along Park Road, Anderson, SC 29654	
<b>Tax Map No.</b>	267-00-11-006	
	267-00-11-007	
<b>FILOT</b>		
• Phase Exemption Period	40 years	1.1 (definition of Phase Termination Date)
• Investment Commitment	\$2,500,000	6.1
• Jobs Commitment	-0-	
• Investment Period	5 years	1.1 (definition of Investment Period)
• Assessment Ratio:	6%	4.1
• Millage Rate	353.4	4.1
• Fixed or Five-Year Adjustable millage:	Fixed	4.1
• Claw Back information	Statutory clawback for failure to reach minimum investment	6.1
<b>Multicounty Park</b>	Anderson - Greenville	
<b>Infrastructure Credit</b>		
• Brief Description	Amount sufficient to reduce each annual FILOT payment to a fixed payment of \$8,000 per year	5.1
• Credit Term	40 years	5.1
• Claw Back information:	No clawback on Infrastructure Credit unless less than \$2,500,000 is invested	6.1
<b>Other information</b>		

**FEE-IN-LIEU OF AD VALOREM TAXES AND  
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("**Fee Agreement**") is entered into, effective, as of January 1, 2020, between Anderson County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Anderson County Council ("**County Council**") as the governing body of the County, and Santa's Hat Solar, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("**Sponsor**").

WITNESSETH:

(a) Title 12, Chapter 44, ("**Act**") of the Code of Laws of South Carolina, 1976, as amended ("**Code**"), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of ad valorem tax ("**FILOT**") with respect to Economic Development Property, as defined below;

(b) Sections 4-1-170, 4-1-175, 4-29-68 of the Code authorize the County to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from ad valorem property taxes, therefore changing the character of the annual receipts from such properties from ad valorem property taxes to FILOT payments; and (iii) grant an annual tax credit against such FILOT payments in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

(c) The Sponsor desires to establish a commercial enterprise ("**Facility**") in the County, consisting of investment in real and personal property of not less than \$2,500,000;

(d) By an ordinance enacted on October 15, 2019, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, parties agree as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

From time to time herein, reference is made to the term taxes or ad valorem taxes. All or portions of the Project are or will be located in a Multicounty Park and, as such, are or will be exempt from ad valorem taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution and the MCIP Act (as defined herein). With respect to facilities located in a Multicounty

Park, references to taxes or ad valorem taxes means the fees-in-lieu of ad valorem taxes provided for in the MCIP Act.

**“Abandonment”** shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

**“Act”** means Title 12, Chapter 44 of the Code, as the Act may be amended from time to time and all future acts successor or supplemental thereto.

**“Act Minimum Investment Requirement”** means an investment of at least \$2,500,000 in the Project by the Sponsor or a Sponsor Affiliate within five years of the Commencement Date, or a combined total investment of at least \$5,000,000 in the Project by the Sponsor and one or more Sponsor Affiliates, regardless of the amount invested by each such party, within five years of the Commencement Date.

**“Administration Expenses”** means the reasonable out-of-pocket expenses incurred by the County in the negotiation, approval and execution of this Fee Agreement, for reasonable attorney’s fees. Administration Expenses do not include any costs, expenses, including attorney’s fees, incurred by the County (i) after execution of this Fee Agreement, (ii) in defending challenges to the FILOT Payments, Infrastructure Credits or any other incentives provided by this Fee Agreement brought by any third parties; or (ii) any actions by the Sponsor or its affiliates and related entities; or (iii) in connection with matters arising prior to execution at the request of the Sponsor outside of the immediate scope of this Fee Agreement.

**“Code”** means the Code of Laws of South Carolina, 1976, as the same may be amended from time to time.

**“Commencement Date”** means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement.

**“County”** means Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

**“County Council”** means the Anderson County Council, the governing body of the County.

**“Credit Term”** means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

**“Decommissioning”** shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitations of the Real Property, and restoration of the Real Property to its original state. Notwithstanding the foregoing, Sponsor shall have no obligation to remove roads constructed on the Real Property, or to remove fencing that the then current landowner requests to remain, or to remove subsurface improvements below 30 inches of depth.

**“Department”** means the South Carolina Department of Revenue.

**“Diminution in Value”** means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

**“Economic Development Property”** means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filings may be amended from time to time).

**“Equipment”** means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

**“Event of Default”** means any event of default specified in Section 7.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement.

**“Fee Term”** means the period from the effective date of this Fee Agreement until the Final Termination Date.

**“FILOT Ordinance”** means Ordinance No. 2019-048, dated October 15, 2019 adopted by the County Council.

**“FILOT Payments”** means the amount paid or to be paid in lieu of *ad valorem* property taxes by the Sponsor and all Sponsor Affiliates as provided in Section 4.1 and before taking into account any Infrastructure Credit. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park.

**“Final Phase”** means the Economic Development Property placed in service during the last year of the Investment Period.

**“Final Termination Date”** means the date on which the last FILOT Payment or Net FILOT Payment or with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. **“Fixed FILOT Payment”** shall have the meaning as described on Exhibit C attached hereto.

**“Improvements”** means all improvements to the Real Property, including buildings, building additions and improvements, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

**“Infrastructure”** means (i) the infrastructure serving the County or the Project, and (ii) improved and unimproved real estate. Upon the written election by the Sponsor and notice to the County, personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code shall also be included in the definition of Infrastructure.

**“Infrastructure Credit”** means the special source revenue credit provided to the Sponsor pursuant to Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of the costs of the Infrastructure.

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2024.

***“MCIP Act”*** means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

***“Multicounty Park”*** means the multicounty industrial or business park governed by the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), dated as of December 1, 2010, between the County and Greenville County, South Carolina.

***“Net FILOT Payment”*** means the FILOT Payment net of the Infrastructure Credit.

***“Phase”*** means Project property placed in service during a particular year of the Investment Period.

***“Phase Exemption Period”*** means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

***“Phase Termination Date”*** means, with respect to each Phase, the last day of the property tax year which is the 39<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

***“Project”*** means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

***“Real Property”*** means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement, and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor’s filing with the Department of Form PT-300 with Schedule S attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act.

***“Removed Components”*** means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

***“Replacement Property”*** means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

***“Sponsor”*** means Santa’s Hat Solar, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

***“Sponsor Affiliate”*** means an entity that participates in the investment at the Project and, following receipt of any required County approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

***“State”*** means the State of South Carolina.

**“Substantial Energy Generation”** shall mean generation of at least 50% of energy capacity at the Project, which shall mean a production of less than 2,350 MWhs annually.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. *Representations and Warranties of the County.*** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on September 17, 2019, by adopting an inducement resolution, as defined in the Act.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park.

**Section 2.2. *Representations and Warranties of the Sponsor.*** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State),

has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a photovoltaic solar facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Act Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT Payments and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Act Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project.

**Section 3.2 *Leased Property.*** To the fullest extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

#### **Section 3.3. *Filings and Reports.***

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator, the Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments and the Net FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to ad valorem taxation.

### **ARTICLE IV FILOT PAYMENTS**

#### **Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair

market value established in the first year of the Phase Exemption Period which fair market value is set forth on Exhibit A attached hereto), multiplied by

- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2019, which the parties believe to be 353.4 mills.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 10.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement.

**Section 4.2. FILOT Payments on Replacement Property.** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. Removal of Components of the Project.** The Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes. In case Economic Development Property is removed, the Fixed FILOT Payment shall be adjusted downward pro rata.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements

made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components and the Fixed FILOT Payment shall be adjusted downward pro rata.

#### **Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components with a corresponding pro rata downward adjustment of the Fixed FILOT Payment.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement. For the avoidance of doubt, the Infrastructure Credit shall remain applicable to such adjusted FILOT Payment at all times.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law, pursuant to this Fee Agreement, the Act, or otherwise, then the calculation of any *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments or Net FILOT Payments or the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All Net FILOT Payments shall be made directly to the County in accordance with applicable law.

## **ARTICLE V ADDITIONAL INCENTIVES**

**Section 5.1. Infrastructure Credits.** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit C. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("Credit Term"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit C. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

## **ARTICLE VI CLAW BACK**

**Section 6.1. Act Minimum Investment Requirement Claw Back.** If the Sponsor together with any Sponsor Affiliate fails to reach the Act Minimum Investment Requirement then this Agreement shall be terminated and the Sponsor and any Sponsor Affiliate is subject to the claw backs as described in the Act, subject to the provisions of Exhibit C with respect to Infrastructure Credits.

## **ARTICLE VII DEFAULT**

**Section 7.1. Events of Default.** Subject in all events to Section 10.9 hereof, the following are "Events of Default" under this Fee Agreement:

(a) Failure by the Sponsor to make FILOT Payments or Net FILOT Payments due under this Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in such payments and requesting that it be remedied;

(b) (i) A representation or warranty made by the Sponsor which is materially incorrect when made or deemed made; or (ii) a failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above, or addressed under Section 6.1 hereof for which failure an exclusive remedy has been provided in Exhibit C), which failure under (i) or (ii) has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(c) A representation or warranty made by the County which is materially incorrect when made or deemed made; or

(d) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

### **Section 7.2. Remedies on Default.**

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) bring an action for collection of any amounts due hereunder; and/or terminate this Fee Agreement, upon another 30 days written notice, in the case of an Event of Default under Section 7.1(a); or

(ii) take whatever action at law or in equity that may appear necessary or desirable to remedy the Event of Default under Section 7.1(b) but the County's damages under this Agreement for an Event of Default shall always be limited to and never exceed under any circumstance the amount of FILOT Payments due (after application of any Infrastructure Credit) plus legal fees and expenses under Section 7.3 hereof, and any penalty and interest required by statute. Under no circumstances will the Sponsor ever be liable to the County for any other damages hereunder or any other penalty or other interest.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) take such other action as is appropriate, including legal action, to recover its damages, to the extent allowed by law. For purposes of this Agreement, the Sponsor and any Sponsor Affiliate's damages under this Agreement for an Event of Default shall be limited to and never exceed, under any circumstance, the actual savings to be realized by the Sponsor and/or the Sponsor Affiliate due to the FILOT Payments and Infrastructure Credit provided herein, plus any legal fees and expenses under Section 7.3 hereof, plus interest at the same rate as provided under (a)(ii) above. Under no circumstances will the County ever be liable for any other damages hereunder or penalty or other interest.

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** If a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** Unless expressly provided otherwise, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies described in this Agreement, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement.

## ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

**Section 8.1. Right to Inspect.** Subject to the Sponsor's safety policies and requirements, this Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior notice, to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial

facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "**Confidential Information.**" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

**Section 8.3. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.4. Limitation of Liability.** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEED DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

**Section 8.5. Assignment.** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided, however, that the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.6. No Double Payment; Future Changes in Legislation.** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the

same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.7. Administration Expenses.** The Sponsor will reimburse the County for its Administration Expenses in an amount that shall in any event be capped at and limited in the aggregate to \$2,500 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**Section 8.8. Multicounty Park.** The County will use its best efforts to cause, prior to the Project being placed in service, the Real Property to be placed in the Multicounty Park (if not already in the Multicounty Park) and to maintain the Real Property in the Multicounty Park or in some other multicounty industrial or business park within the meaning of the MCIP Act for at least as long as the Infrastructure Credit is to be provided to the Sponsor under this Fee Agreement.

**Section 8.9. Decommissioning.** The Sponsor shall obtain a bond listing the County as obligee in the amount of \$10,000 per megawatt of output AC produced by the Project to ensure performance of Sponsor's Decommissioning obligations within six (6) months of the Abandonment, termination of the lease governing the Real Property or other termination of the Project by the Sponsor. The obligations arising under this Section survive termination of the Fee Agreement.

## **ARTICLE IX SPONSOR AFFILIATES**

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project; provided, however, that the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project, and (iii) the landowner(s) of the Real Property. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment

or omit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payment or remit such other amounts on behalf of the Sponsor Affiliate. The Sponsor Affiliate's obligation to make FILOT Payments under this Fee Agreement to the County shall be limited to the FILOT Payments due on the Sponsor Affiliate's Economic Development Property only and under no circumstances shall the Sponsor Affiliate be liable for any FILOT Payments relating to the Sponsor's Economic Development Property.

## **ARTICLE X MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

Santa's Hat Solar, LLC  
130 Roberts Street,  
Asheville, North Carolina 28801

**WITH A COPY TO (does not constitute notice):**

Nelson Mullins Riley & Scarborough, LLP  
Attn: Edward Kluiters  
1320 Main Street, 17th Floor (29201)  
PO Box 11070  
Columbia, SC 29211

**IF TO THE COUNTY:**

Anderson County, South Carolina  
Attn: Anderson County Administrator  
101 S. Main Street  
Anderson, SC 29624

**WITH A COPY TO (does not constitute notice):**

Leon Harmon  
Anderson County Attorney  
101 S. Main Street  
Anderson, SC 29624

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor and any Sponsor Affiliates any right,

remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor and any Sponsor Affiliates.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not liable or responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, natural disasters, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. Business Day.** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. Agreement's Construction.** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**(SEAL)**

**FOR ANDERSON COUNTY:**

---

Tommy Dunn, Chairman  
Anderson County Council

**ATTEST:**

---

Lacey A. Croegaert  
Anderson County Clerk to Council

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]*

**SANTA’S HAT SOLAR, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION; FAIR MARKET VALUE**

ALL OR A PORTION OF

TMS: 267-00-11-006	MARKET VALUE: \$69,390
TMS: 267-00-11-007	MARKET VALUE: \$195,780

**LEGAL DESCRIPTIONS TO BE ADDED WHEN SURVEYS ARE FINAL**

**EXHIBIT B**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective \_\_\_\_\_ ("Fee Agreement"), between Anderson County, South Carolina ("County") and \_\_\_\_\_ ("Sponsor").

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_] a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate's execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Request of Sponsor.**

The Sponsor hereby requests and consents to the addition of \_\_\_\_\_ as Sponsor Affiliate to the Fee Agreement.

**5. Consent of County.**

The County, through approval as authorized in the Fee Agreement, hereby consents to the addition of \_\_\_\_\_ as Sponsor Affiliate to the Fee Agreement.

**6. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

7. **Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity

By:

Its:

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**ANDERSON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
By:

Its:

**EXHIBIT C**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The Project shall be entitled to the Infrastructure Credit each year for a period of forty (40) consecutive years, to commence with the first FILOT Payment to be made with respect to the Project after it is placed in service, unless the Sponsor requests a different starting date by notice to the County no later than June 30 of the property tax year in which the Infrastructure Credit is to commence. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park so that the Infrastructure Credit and Negative Infrastructure Credit provided for herein can be utilized to reduce or increase, as appropriate, such FILOT Payments to the Fixed FILOT Payment (as defined below).

The Infrastructure Credit shall be equal to the amount necessary to reduce the FILOT Payment for the applicable year to an amount equal to \$8,000 (the "Fixed FILOT Payment"). The Fixed FILOT Payment is subject to adjustments after the Project is placed in service as provided in sections 4.2, 4.3, 4.4, and 4.5 of this Agreement. Should the FILOT Payment for any year be less than the Fixed FILOT Payment due for such year, the Sponsor agrees to pay an amount in addition to the FILOT Payment due for such year to make the Sponsor's total payment to the County for that year equal to the Fixed FILOT Payment (as may be adjusted).

The Infrastructure Credit may be allocated among the Sponsor and any Sponsor Affiliates' cost of Infrastructure as determined from time to time by Sponsor as the Project components owned by each of the Sponsor and the Sponsor Affiliates constitute one integrated Project. To the extent a Sponsor Affiliate is not able to use or apply an Infrastructure Credit due to a lack of Infrastructure costs, such Infrastructure Credit shall be applied to the Sponsor's Infrastructure costs so as to put the Sponsor in the same economic position as if the Sponsor Affiliate had been able to use such Infrastructure Credit.

To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Infrastructure Credit against any remaining FILOT Payments to be made on property remaining subject to the FILOT Payments after the date of such removal.

~#4814-7814-6199 v.1~

## **Ordinance #2019-053**

**An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 2.00 acres from R-A (Residential-Agriculture) to C-1R (Rural Commercial) on a parcel of land, identified as "Lot A" at of 5351 Copeland Road in the Cedar Grove Precinct shown in Deed Book 2288 page 00111. The parcel is further identified as p/o TMS #222-00-14-006.**

**Whereas**, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

**Whereas**, the Ordinance contains provisions providing for the amendment of the Map; and,

**Whereas**, County Council desires to amend the Map by adopting a zoning map amendment from R-A to C-1R for +/- 2.00 acres of p/o TMS #222-00-14-006 described above; and,

**Whereas**, the Anderson County Planning Commission has held a duly advertised Public Hearing on October 8, 2019, during which it reviewed the proposed rezoning from R-A to C-1R of p/o TMS #222-00-14-006 described above; and,

**Whereas**, the Anderson County Council has duly advertised and held a Public Hearing on November 5, 2019, regarding said amendment of the Anderson County Official Zoning Map:

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**NOW, THEREFORE, be it ordained by Anderson County Council, in meeting duly assembled, that:**

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from R-A to C-1R +/- 2.00 acres of p/o TMS #222-00-14-006 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

ATTEST: Ordinance 2019-053

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Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman  
Anderson County Council

---

Lacey A. Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: November 5, 2019

2<sup>nd</sup> Reading:

3<sup>rd</sup> Reading:

Public Hearing: November 5, 2019

# Development Standards Approval

THIS IS NOT A SUBDIVISION AS DEFINED BY  
ANDERSON COUNTY SUBDIVISION REGULATIONS  
*Tom Carter* 9/15/19  
SUBDIVISION ADMINISTRATOR DATE

Remainder of  
TMS# 222-00-14-006  
Ronnie & Beverly Cleveland  
DB 2288 Pg 111  
PB 111 Pg 47



Remainder of  
TMS# 222-00-14-006  
Ronnie & Beverly Cleveland  
DB 2288 Pg 111  
PB 111 Pg 47

TMS# 222-00-14-021



Vicinity Map  
(NTS)

TMS# 222-00-14-020

Copeland Road C-7-38A  
Prescriptive R/W



- Legend  
(Old) ☐ (New) ☐  
● 1/2" Rebar  
■ Mag Nail  
△ Computed PL

Survey and Certification for  
**Ronnie K. Cleveland  
and  
Beverly W. Cleveland**  
NON-Transferable

Anderson County South Carolina  
Scale 1" = 60' Date: Sept. 20, 2019  
60 0 60 120

NOTES:  
1) Parent TMS# 222-00-14-006  
2) Reference Deed: DB 2288 Pg 111  
3) Reference Plat: PB 111 Pg 47  
4) Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject property: easements, other than possible easements that were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts that an accurate and current title search may disclose.

Map #	Surveyed By	Drawn By	Checked By
11612	EBO, AE	EBO	EBO

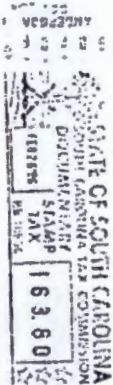
THIS DRAWING AND THE DESIGN SHOWN THEREON ARE THE PROPERTY OF NU-SOUTH SURVEYING, INC. THE REPRODUCTION, COPYING OR USE OF THIS DRAWING WITHOUT WRITTEN CONSENT IS PROHIBITED AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.

"I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as depicted hereon; and there are no visible encroachments or projections other than shown."

Earl B. O'Brien R.L.S. No. 10755

**Nu-South  
Surveying Inc.**  
115 E. Mauldin St.  
Anderson, S.C. 29621  
(864) 224-2754  
msouths@gmail.com

MICHAEL O. HALLMAN  
ATTORNEY AT LAW  
16 WILLIAMS STREET  
GREENVILLE, S.C. 29601



Recording Fee  
\$20.00  
\$15.00  
\$35.00

LAW OFFICES OF  
MICHAEL O. HALLMAN  
16 WILLIAMS ST.  
GREENVILLE, SOUTH CAROLINA 29601

STATE OF SOUTH CAROLINA

COUNTY OF Anderson

Joyce C. Clardy

TO  
Ronnie K. Cleveland  
and  
Beverly W. Cleveland

TITLE TO REAL ESTATE

I hereby certify that the within Deed has been this  
26 day of Feb 19 96  
at 2:57 P. M. recorded in Book 2288 of  
Deeds, page 111  
State of South Carolina  
Record of Deeds Commission

I hereby certify that the Deed has been this  
day of 19 recorded in Book page  
Book Page

FILED FOR RECORD  
ANDERSON, S.C.  
Feb 26 2 57 PM '96

BOOK 2288 PAGE 112

04792

LAW OFFICES OF MICHAEL O. HALLMAN - Greenville, S.C.

BOOK 2288 PAGE 111

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF Anderson

KNOW ALL MEN BY THESE PRESENTS, that Joyce C. Clardy

in consideration of Ten and No/100 Dollars and other valuable consideration 'Dollars.  
(\$10.00)

the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto

Ronnie K. Cleveland and Beverly W. Cleveland, their heirs and assigns forever:

All that piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Anderson, being shown and designated as 17.90 acre tract on plat prepared by J. Don Lee, Surveyor entitled, "Survey for Joyce C. Clardy" recorded in the RMC Office for Anderson County, South Carolina in Plat Book ///, page 47, reference to said plat is hereby craved for the metes and bounds thereof.

The above described property is a portion of the same acquired by the Grantor by deed from Betty Sue Henderson recorded September 11, 1992 in Deed Book 7458 at Page 118.

The above described property shall be used for residential and/or agricultural purposes and no mobile homes or junk yards shall be permitted.

*Grantee Address:*  
629 Old Anderson Rd  
Greenville, S.C. 29611

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's hand(s) and seal(s) this 26th day of February 1996

SIGNED, sealed and delivered in the presence of:

*April C. Patterson*  
*Michael O. Hallman*

*Joyce C. Clardy* (SEAL)

*Joyce C. Clardy* (SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA

PROBATE

BOOK 2288 PAGE 111

COUNTY OF Greenville

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's act and deed, deliver the within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 26th day of February 1996

*April C. Patterson* (SEAL)

Notary Public for South Carolina

My commission expires 02-21-03



**Rezoning Request**  
**5351 Copeland Road**  
**R-A to C-1R**

0 500 1,000 2,000 Feet



**Rezoning Request**  
**5351 Copeland Road**  
**R-A to C-1R**

0 250 500 1,000 Feet



**Rezoning Request**  
**5351 Copeland Road**  
**R-A to C-1R**



Rezoning Request  
5351 Copeland Road  
R A to G 1 R

0 500 1,000 2,000 Feet





9/19/19



9/19/19



**ORDINANCE NO. 2019-055**

**AN ORDINANCE IMPOSING A PROHIBITION ON CERTAIN MOTOR VEHICLE TRAFFIC ON SULLIVAN ROAD (C-09-0084); AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the State of South Carolina (the "State") and certain of its political subdivisions have the authority, pursuant to Title 56, Chapter 5 of the South Carolina Code of Laws, 1976, as amended (the "State Code"), to regulate the use of State highways and roadways through the establishment of traffic regulations; and,

**WHEREAS**, Anderson County (the "County"), a body politic and corporate and political subdivision of the State of South Carolina, acting by and through its County Council (the "Council"), is responsible for the creation, management, upkeep, maintenance, and safety of all public roads in the County not designated as either State or Federal roadways or highways; and,

**WHEREAS**, the County, acting by and through its Council, is authorized by Section 56-5-4210 of the State Code to regulate or prohibit, in whole or in part, the operation of any specified class of size of motor vehicle on County maintained roads, whenever such regulation is necessary to provide for the public safety; and,

**WHEREAS**, the subject road is more particularly described as: Sullivan Road (C-09-0084), as set forth in **Exhibit A** attached hereto and made a part hereof (the "Road"); and,

**WHEREAS**, the County has performed traffic count studies on the Road to represent daily traffic and those results are set forth in **Exhibit B** attached hereto and made a part hereof: and,

**WHEREAS**, County Council desires to restrict trucks and other large vehicles from using the Road by posting notice and enforcing a prohibition against "through trucks in excess of six (6) wheels" on the Road.

**NOW, THEREFORE**, be it ordained by Anderson County Council, in meeting duly assembled, that:

1. Anderson County hereby imposes, and shall post notice of, a prohibition against "through trucks in excess of six (6) wheels," pursuant to Section 56-5-4210 of the State Code, on the Road.
2. Once the new prohibition has been imposed and posted, any single-unit or multi-unit truck or other motor vehicles, as defined in Section 56-3-20 of the State Code, in excess of six (6) wheels, shall be prohibited from traveling upon the Road except as set forth below in Paragraph 3 below.
3. This Ordinance shall not apply to federal, state, county, municipal and other public service maintenance and emergency vehicles and school buses, nor delivery or commercial vehicles serving local addresses.

4. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance, all of which is hereby deemed separable.
5. All ordinances, orders, resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.
6. This Ordinance shall become effective and be in full force and effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

**ORDAINED** in meeting duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Rusty Burns  
Anderson County Administrator

\_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

\_\_\_\_\_  
Lacey A. Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leon C. Harmon  
County Attorney

First Reading: November 5, 2019  
Second Reading:  
Public Hearing:  
Third Reading:



# MEMORANDUM

ANDERSON COUNTY DEPARTMENT NAME

**DATE:** October 30, 2019

**TO:** Holt Hopkins  
Assistant Administrator

**FROM:** Matt Hogan  
Roads and Bridges Manager

**SUBJECT:** *Bee Baller* *L.H. Baller*  
Sullivan Road, C-9-84 Truck Restriction Request

As requested, Roads & Bridges staff conducted a volume and vehicle classification count and examined the impact of restricting trucks on Sullivan Road between Dixon Road and SC 28, Pearman Dairy Road. It is functionally classified as a minor collector. It has two 10.5 feet asphalt travel lanes and grass shoulders.

The data collection was conducted between Tuesday, October 22<sup>nd</sup> and Saturday, October 26, 2019. One counter was placed 1095 feet west of SC 28. The second counter was placed 860 feet north of Dixon Road. Current average daily traffic volume is 1,937 vehicles per day. The count indicates only (0.7 %) of traffic on Sullivan Road are three axle trucks or larger and (0.5 %) are 5 double axle trucks.

Speed results show the 85<sup>th</sup> percentile speed is 44 miles per hour. The road is posted at 35 miles per hour.

As shown in the attached map, the alternate route for trucks from SC 28 to Dixon Road intersection would be SC 28 to Whitehall Road. This alternate route would add 0.25 miles to the trip.

The function of collector roads is to draw traffic from local roads and bring it to major collectors or arterial routes. A minor collector road is expected to carry truck traffic in normal condition. In the case of Sullivan Road, truck restriction is not recommended, since it meets the requirements of a collector road.

**Tommy Dunn**  
Chairman, District 5

**Craig Woolen**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

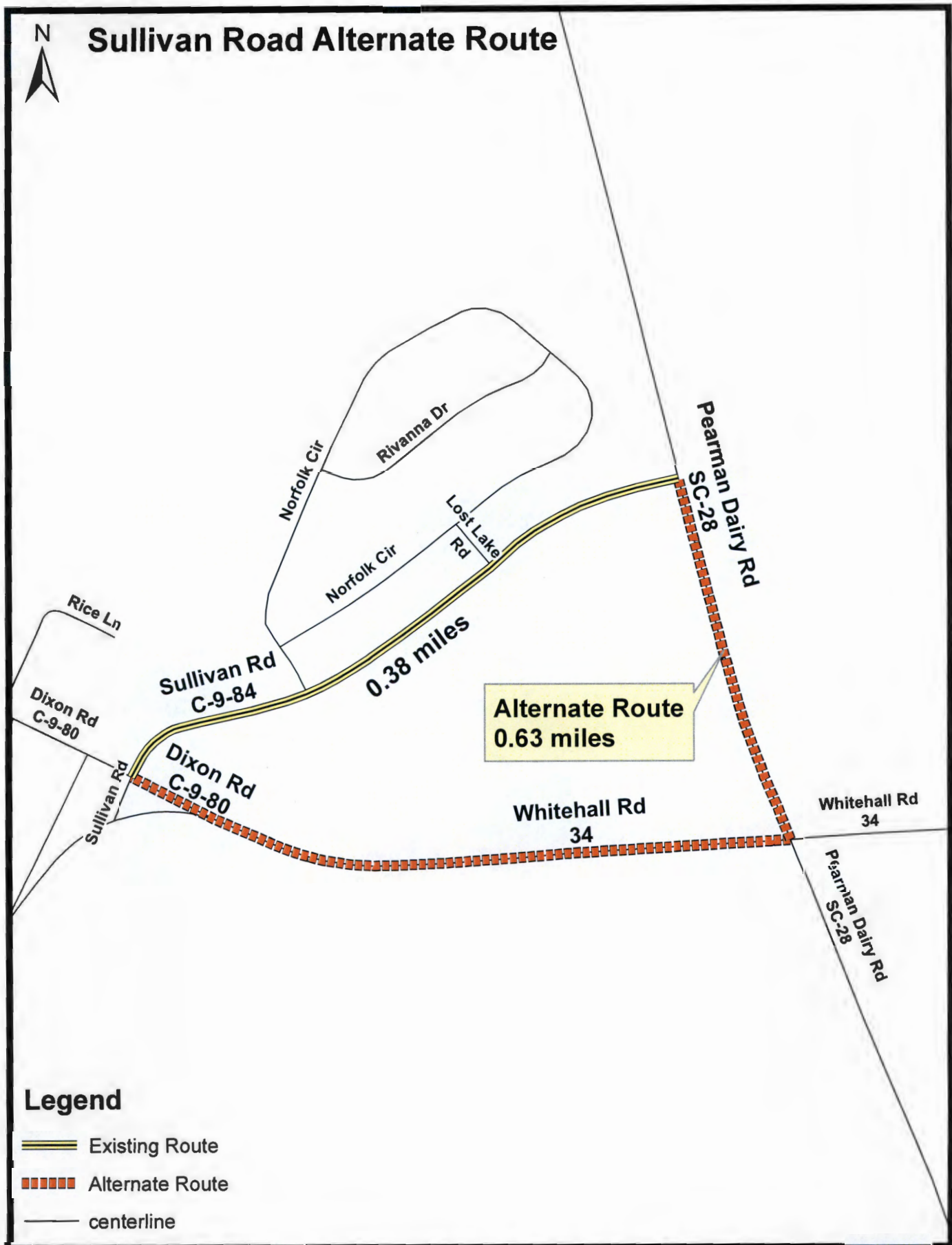
**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org

# Exhibit A



**ORDINANCE NO. 2019-056**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF  
A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF  
ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK.**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted October 19, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the "Agreement"); and

**WHEREAS**, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

**WHEREAS**, in connection with certain incentives being offered by Greenville County, it is now desired that the boundaries of the Park be enlarged to include certain parcel(s) in Greenville County;

**WHEREAS**, in connection with certain incentives being offered by Anderson County, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

**NOW, THEREFORE**, be it ordained by Anderson County Council that (i) Exhibit A to the Agreement is hereby and shall be amended and revised to include the property located in Greenville County described in the schedule attached to this Ordinance, and (ii) Exhibit B to the Agreement is hereby and shall be amended and revised to include property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A and Exhibit B as so revised, without further action by either county.

**DONE** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2019.

**(SEAL)**

**ATTEST:**

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Rusty Burns  
Anderson County Administrator

\_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council:

\_\_\_\_\_  
Lacey Croegaert  
Anderson County Clerk to Council

First Reading: November 5, 2019  
Second Reading:  
Third Reading:  
Public Hearing

**FORM APPROVED BY:**

\_\_\_\_\_  
Leon C. Harmon  
Anderson County Attorney

Addition to Exhibit A to  
Agreement for the Development of a Joint County Industrial and  
Business Park dated as of December 1, 2010, as amended,  
between Anderson County and Greenville County

**385 Business Park, LLC (Project Blackbird)**

ALL that certain piece, parcel or tract of land, situate, lying and being on the southern side of Monroe Road in the County of Greenville, State of South Carolina, containing 11.91 acres, more or less, as shown and more fully described by metes and bounds on plat of survey entitled "Boundary Survey for Kemet Electronics Corp." dated March 6, 2006, prepared by Carolina Surveying and Mapping and recorded in Plat Book 1048 at Page 39 in the Office of the Register of Deeds for Greenville County, which plat is incorporated herein by reference and made a part of this description

Tax Map No.: 0293000100602

**Brookfield 100, LLC (Project Field)**

ALL that certain piece, parcel or tract of land situate, lying and being on the southwestern side of Brookfield Oaks Drive in the City of Mauldin, County of Greenville, State of South Carolina, containing 11.05 acres, more or less, designated as "Combined Parcel" as shown and more fully described on combination plat for Brookfield 100, LLC prepared by MSP & Associates Land Surveying, Inc. dated May 21, 2019, and recorded in Plat Book 1342 at Page 11 in the Office of the Register of Deeds for Greenville County; which combination plat is incorporated herein by reference and made a part of this description.

Tax Map No.: 0546010100330

**Accurate Brazing Corporation (Project Charm)**

ALL that certain piece, parcel or lot of land lying and being in the County of Greenville, State of South Carolina being shown and designated as 2.72 acres (118,667 Sq. Ft) on plat entitled BOUNDARY SURVEY FOR ACCURATE BRAZING CORPORATION," prepared by Fant Reichert & Fogleman, Inc., dated February 3, 2016 and filed for record in the ROD Office for Greenville County, SC on March 30, 2016 in Plat Book 1234 at Page 52. Reference is hereby made to said plat for a more complete metes and bounds description thereof.

Tax Map No.: 0547030100133

**RPSC Solar 7, LLC; RPSC Solar 8, LLC (Project Ghost)**

All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing 52.919 acres, more or less, and being more particularly shown and described on a plat by John R. Long SC PLS #6270 dated March 17, 2010 and recorded in the Register of Deeds Office for Greenville County, South Carolina in Plat Book 1104 at Page 33 and having the metes and bounds, courses and distances as upon said plat appear; being bound according to the aforementioned

plat by Whitehorse Road (SC Hwy 25), lands of Duke Power Company, Christopher Family Investments, American Development Company, Pine Creek Ct. Ext. (50' R/W), Threatt Enterprises, Inc., John A. Kiriakides, Wilson Trucking Corp., Billy B. Huskey, Patillo Industrial Partners, LLC, Threatt Enterprises, Inc., Knight and Martin, Inc., Sylvia Jean Taylor, Whitmire Drive, LLC and Kambiz Jalalimoghadam.

Tax Map No.: WG02.01-01-027.01 (Portion)

**Gedosh Solar II, LLC (Project Ghost)**

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 21.46 acres on a plat entitled "Closing Survey for Stephen J. Gedosh, Sr." prepared by Tru-Line Surveying Co., Inc., dated September 11, 2007 and recorded in the RMC Office for Greenville County in Plat Book 1051, at page 80 and reference to said plat is hereby made for a more complete and accurate description.

Tax Map No.: Part of 0597.02-01-035.03

**RPSC Solar, LLC (Project Ghost)**

ALL that certain piece, parcel or tract of land, situate, lying and being in Grove Township, County of Greenville, State of South Carolina, containing 13.39 acres, more or less, located on the Southern side of Berry Road and the Northern side of S.C. Hwy. 418, and shown as Tract A on a plat prepared for J. P. Kellett, and prepared by Carolina Engineering & Surveying, Inc., dated January 15, 1990, and revised February 16, 1990, and recorded in the R.M.C. Office for Greenville County in Plat Book 18- L at Page 82; reference being had to said plat for a more detailed description thereof; and

ALSO: ALL that certain piece, parcel or tract of land, situate, lying and being in Grove Township County of Greenville, State of South Carolina, containing 41.82 acres, more or less, located on the Southern side of S.C. Hwy. 418, and shown as Tract B on a plat prepared for J.P. Kellett, and prepared by Carolina Engineering & Surveying, Inc., dated January 15, 1990, and revised February 16, 1990, and recorded in the R.M.C. Office for Greenville County in Plat Book 18-L at Page 82; reference being had to said plat for a more detailed description thereof.

Tax Map No.: 0586.01-01-010.00

Addition to Exhibit B to  
Agreement for the Development of a Joint County Industrial and  
Business Park dated as of December 1, 2010, as amended,  
between Anderson County and Greenville County

**COI Anderson Industrial, LLC (Project 20190114)**

All that piece, parcel or lot of land in Williamston Township, Anderson County, State of South Carolina, containing seventy-three (73) acres, more or less, lying and being on the north side of Highway #86 as shown on that certain plat prepared by B.F. Wigington, surveyor, dated March 19, 1941 and recorded in the Register of Deeds Office for Anderson County in Plat Book 15 at Page 105.

Tax Map No.: 240-00-01-010-000

**Bluebird Solar, LLC (Project Azul)**

All that certain piece, parcel or lot of land situate, lying and being in the Township of Pendleton, County of Anderson, State of South Carolina, being shown and designated as 38.90 acres on a plat entitled "Plat of Land Prepared for W.A. Moorehead" prepared by Garrison & Associates, dated November 15, 1973 and recorded in the Register of Deeds Office for Anderson County in Plat Book 83, at page 658 and reference to said plat is hereby made for a more complete and accurate description.

Tax Map No.: 064-00-04-020-000

**Anderson Solar Farm, LLC (Project Tarpon)**

All that certain piece, parcel or lot of land being a portion of the Anderson Golf Properties, LLC property described as follows:

Beginning at a calculated point, said point having a NC Grid Coordinate of N: 972,393.81 and E: 1,494,931.61, said rebar also being located within the northeastern right-of-way of Lewis Street; thence leaving the aforesaid right-of-way N 87°20'33" E for a distance of 464.02 feet to a calculated point; thence N 86°27'07" E for a distance of 376.95 feet to a calculated point; thence S 72°25'27" E for a distance of 379.01 feet to a calculated point; thence S 57°56'20" E for a distance of 295.73 feet to a calculated point; thence S 2°47'46" W for a distance of 437.37 feet to a calculated point; thence S 29°49'52" E for a distance of 74.51 feet to a calculated point; thence S 7°20'00" W for a distance of 700.20 feet to a calculated point; thence S 10°58'37" E for a distance of 414.42 feet to a calculated point, said point being in the northeastern right-of-way of Lewis Street; thence with the aforesaid right-of-way N 72°55'21" E for a distance of 245.85 feet to a calculated point; thence following along a curve to the right having a radius of 620.33 feet and a chord bearing of N 54°35'19" W for a chord distance of 420.03 feet to a calculated point; thence N 34°25'56" W for a distance of 697.30 feet to a calculated point; thence following along a curve to the right having a radius of 719.02 feet and a chord bearing of N 24°19'34" W for a chord distance of 294.44 feet to a calculated point; thence N 14°40'57" W for a distance of 482.43 feet to a calculated point; thence following along a curve to the left having a radius of

916.62 feet and a chord bearing of N 20°34'02" W for a chord distance of 148.17 feet to a calculated point; thence N 26°08'41" W for a distance of 72.39 feet to the point and Place of Beginning and containing 41.80 acres more or less.

Tax Map No.: 124-00-01-002-000

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF ANDERSON                )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of \_\_\_\_\_, 2019, \_\_\_\_\_, 2019 and \_\_\_\_\_, 2019, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of December 3, 2019.

\_\_\_\_\_  
Lacey Croegaert  
Anderson County Clerk to Council

Dated: \_\_\_\_\_, 2019

**ORDINANCE NO. 2019-057**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF  
A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF  
ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK  
(PROJECT SANTA'S HAT).**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted October 19, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, with Greenville County (as subsequently amended, the "Agreement"); and

**WHEREAS**, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

**WHEREAS**, in connection with certain incentives being offered by Anderson County, it is now desired that the boundaries of the Park be enlarged to include one or more parcels in Anderson County;

**NOW, THEREFORE**, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include property located in Anderson County described in the attachment to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

**DONE** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2019.

**(SEAL)**

**ATTEST:**

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Rusty Burns  
Anderson County Administrator

\_\_\_\_\_  
Tommy Dunn, Chairman,  
Anderson County Council

\_\_\_\_\_  
Lacey Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leon C. Harmon  
Anderson County Attorney

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_

Addition to Exhibit A to  
Agreement for the Development of a Joint County Industrial and  
Business Park dated as of December 1, 2010, as amended,  
between Anderson County and Greenville County

TMS: 267-00-11-006  
267-00-11-007

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Anderson, Township of Honea Path, containing 42.56 acres, and being the remaining portion of a tract containing 65 acres shown on plat prepared by W.L. Mitchell, Sur. & CE, dated June 5, 1920, and recorded in Plat Book 7 at Page 164, and said 42.56 acres being more fully shown and described on a plat made by Barry K. Dunn, Sr., SCPLS & PE No. 8857, dated October 22, 2003, said plat of record in the Office of the Register of Deeds for Anderson County, South Carolina in Plat 1418 at page 3 & 4 and according to said plat, having the courses and distances, metes and bounds as upon said plat appear which are hereby incorporated by reference.

TMS NO. 267-00-11-007

AND ALSO:

All that certain piece, parcel or tract of land located and being situate in the State of South Carolina, County of Anderson, Township of Honea Path, containing 15.42 acres as more fully shown and described on a plat by Bryan D. Charlesworth, RLA #9313, dated June 26, 1989, said plat of record in the Office of the Clerk of Court for Anderson County, South Carolina in Plat Book 101 at Page 538. Said tract having the courses and distances, metes and bounds as upon said plat appear which are hereby incorporated by reference as though fully set out herein.

TMS NO. 267-00-11-006

**STATE OF SOUTH CAROLINA**

)

)

**COUNTY OF ANDERSON**

)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of \_\_\_\_\_, 2019, \_\_\_\_\_, 2019, and \_\_\_\_\_, 2019, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

\_\_\_\_\_  
Clerk, Anderson County Council

Dated: \_\_\_\_\_, 2019

~#4839-9105-5271 v.2~



## Shop Committee

### Committee Members:

The Honorable Jimmy Davis, Chairman

The Honorable Ray Graham

The Honorable M. Cindy Wilson

Tuesday, November 12, 2019 at 1:30 p.m.

Historic Courthouse- 2<sup>nd</sup> Floor  
Conference Room

1. **Call to Order:** Chairman Jimmy Davis
2. **Invocation and Pledge of Allegiance:** Honorable Ray Graham
3. **Executive Session:**
  - a. Discussion of negotiations incident to proposed contractual arrangement related to Fleet Maintenance Facility
4. **Discussion of Recommendation to County Council**
5. **Citizens Comments:**
6. **Adjournment:**

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



## AGENDA

### **ANDERSON COUNTY FINANCE COMMITTEE MEETING**

**Monday November 18, 2019 1:00 p.m.**

**101 South Main Street, Anderson SC**

**Second Floor, Administrator's Conference Room**

**Chairman Craig Wooten, Presiding**

Tommy Dunn  
Chairman  
Council District 5

Ray Graham  
Vice Chairman  
Council District 3

Craig Wooten  
Council District 1

Gracie S. Floyd  
Council District 2

Brett Sanders  
Council District 4

Jimmy Davis  
Council District 6

M. Cindy Wilson  
Council District 7

Lacey Croegaert  
Clerk to Council

Rusty Burns  
County Administrator

- |   |                        |
|---|------------------------|
| 1. Call to Order  | Chairman Wooten        |
| 2. Prayer and Pledge of Allegiance  | Honorable Craig Wooten |
| 3. Bid #20-021 Haynie Park Wall   | Mr. Robert Carroll     |
| 4. Purchase of Mail Room Postage Machine  | Mr. Robert Carroll     |
| 5. Update on Current & Upcoming Debt  | Ms. Rita Davis         |
| 6. Transfer   | Ms. Rita Davis         |
| 7. Funding Needed to Complete Green Pond Phase II   | Mr. Rusty Burns        |
| 8. Dolly Cooper Improvements  | Ms. Rusty Burns        |
| 9. Executive Session – Discussion of Proposed Purchase<br>Of Real Property in Anderson County | Mr. Rusty Burns        |
| 10. Citizens Comments   |                        |
| 11. Adjourn   |                        |

#### ADMINISTRATION DIVISION

Rusty Burns | County Administrator

O 864-260-4031 | F 864-260-4548 | [rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)  
Historic Courthouse | 101 South Main Street, Anderson SC 29624  
PO Box 8002, Anderson, South Carolina 29622-8002 | [www.andersoncountysc.org](http://www.andersoncountysc.org)

# Anderson County Purchasing Department Bid Tabulation

BID# 20-021 HAYNIE PARK WALL

	Vendor	TOTAL COST
1	ARC	\$442,700.00
2	BELK	\$214,700.00
3	EARTH MATERIALS	\$247,350.00
4	ROWE/TOUCH OF GREEN	\$540,000.00
5	GLENN CONSTRUCTORS	NO RESPONSE
6	STERLING	NO RESPONSE
7	WILEY EASTON	NO RESPONSE
8	LAZER	NO RESPONSE
9	MARSH BELL	NO RESPONSE
10	MILLER	NO RESPONSE
11	SACHEL	NO RESPONSE
12	CELY	NO RESPONSE
13	MATRIX	NO RESPONSE

	Vendor	TOTAL COST
14	CCS	NO RESPONSE
15	THRIFT DEV.	NO RESPONSE
16	S & S	NO RESPONSE
17	ROBERTS	NO RESPONSE
18	GLF	NO RESPONSE
19	MOATS	NO RESPONSE
20	J DAVIS	NO RESPONSE
21	MIDWEST MAINTENANCE	NO RESPONSE
22	SME INC.	NO RESPONSE
23	DENNIS	NO RESPONSE
24		
25		
26		
27		
<b>AWARD TO:</b>		<i>The Belk Company, LLC \$214,700.00</i>

*Recommended by Judy Shelato, Special Projects Manager.*

## SECTION IV: Addendum A

### BID FORM

Name of Party submitting the Bid: The Belk Company LLC

To: Purchasing Manager for Anderson County

Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: #20-0xx HAYNIE PARK WALL REPLACEMENT PROJECT

Qty.	U/M	Description	Unit Cost	Total Cost
1	LS	Haynie Park Wall Replacement Project per Drawings and Specifications		<u>199,700.00</u>
100	Ton	Undercut Stone - #57	<u>\$50.00</u>	<u>\$5,000.00</u>
200	Ton	Undercut Stone - 4"-6" Surge	<u>\$50.00</u>	<u>10,000.00</u>
Grand Total Cost				<u>\$214,700.00</u>

## **EXHIBIT A**

### **Haynie Park Wall Replacement Project**

#### **SCOPE OF WORK**

##### **General:**

Project is located at Haynie Park, south of the Broadway Lake Dam, at 105 Pauls Landing, Anderson, SC. The property is owned and managed by Anderson County as a park serving the Broadway Lake community. A comprehensive site development plan (Addendum C) was developed by Thomas & Hutton engineers in 2017 that provides for a swimming area, a new dock with ADA swimming access, a pavilion and picnicking areas. In late 2017 a PARD grant was used to construct the ADA parking space, limited sidewalk, crosswalk and a picnic area. This project will continue the development plan by replacing the existing wall at the lakefront.

Access to the site for construction will only be permitted from the south end of Pauls Landing. No trucks are to cross the Broadway Lake Dam bridge as it is severely load restricted. All truck traffic to the site must originate south of Shirley Circle. The park area adjacent to the work will be closed to the public use during construction. The park and Pauls Landing north of the boat house ramp must remain open to the public. Contractor will provide necessary MUTCD closure signs, barricades and barrels, and secure site when work is not being performed. The County will remove a portion of guardrail along Pauls Landing east of the crosswalk between the two picnic shelters and west of the crosswalk near the boat house to provide truck access to the site. No trucks are permitted on the new sidewalk or near the light pole next to the sidewalk. Contractors can use the public porta-john on site. Draw down of Broadway Lake is scheduled to begin on December 2, 2019.

##### **Project Scope:**

This project includes demolition and disposal of the existing retaining wall, construction of the new wall and site restoration. No other site work indicated on the plans is included in this contract. Supplemental project recommendations are contained in the geotechnical report (Addendum D). Additionally there are three modifications to the wall that are not shown on the plans:

1. The steps are eliminated. Install vertical wall construction joint where steps would begin and end and install a straight section of the wall where the steps were planned.
2. The existing dock on the east side will remain. Terminate new wall at dock headwall.
3. Cable railing installation is eliminated.

In a safe environment, the following work is required of the contractor:

- BMP's for Disturbed Areas – Install silt fence following EC1.1 per plans, in the wall disturbance area only. Use best practices to avoid contamination and runoff. Install temporary construction entrances at guardrail breaks leading onto Pauls Landing, not as shown at Shirley Circle on plans. Install and remove temporary concrete washout area. Dewatering pumps shall discharge to temporary upland sediment control structures.
- Demolition – Remove and dispose of the existing wall. Asbestos testing and SCDHEC demolition permit will be secured by the County. Disposal fees at the Starr C&D Landfill will be waived. If boat house has not been removed, portions of boat house deck

can be removed to facilitate wall demolition and installation. Protect other site improvements from damage during demolition.

- Retaining Wall Installation – Install and backfill approximately 230 ft. of 7'-3" high wall per plans. Shop drawings shall be submitted to Thomas & Hutton for approval. Third party inspection firm will perform required inspections and testing during the course of construction. Contractor will coordinate third party inspection firm inspections and Building & Codes inspections required by permit. Dewatering effort should follow technical specifications in current SCDOT Standard Specifications for Highway Construction, Section 204.4, or as recommended by third party inspection firm.
- Undercut Stone – Geotechnical report states that additional #57 or 4"-6" surge stone may be needed in undercut areas of the foundation subgrade. Undercut stone are additional pay items, due to the uncertainty of need.
- Permanent Seeding – Do not install sod. Install permanent seed per SCDOT Upper State urban median seeding schedule, including necessary fertilizer and lime to establish minimum 70% grass cover.
- Surveys – Contractor responsible for construction surveying and staking. As-built survey required for project closeout.

**(SEE ATTACHED SPECIFICATIONS/DRAWINGS)**

I have read and understand the foregoing specifications and attached addenda and agree to their terms.

The Bell Company LLC  
(Name of Corporation)

By:

David J. Bell  
Print Name: David J. Bell  
Its: President

Date: 10.23.19

ATTEST: Gordon Bell

**SOLICITATION OFFER AND AWARD FORM**[illegible]



To: Mr. Rusty Burns, County Administrator

From: Robert E. Carroll, Central Services Director *RE Carroll*

Date: 11/07/19

Subject: Postage Machine for Mail Room

We are requesting permission to spend \$15,000.00 from Capital-Cash for the purchase of the Pitney Bowes Postage Machine. We had originally planned to finance the purchase through a third party company which works with Pitney Bowes, but can save approximately \$3,000.00 by paying Pitney Bowes direct. We have \$6,000.00 available in the Purchasing Department's Postage Equipment Maintenance account to cover the balance of the total purchase cost of \$20,712.54.

## BUDGET TRANSFER

**DIVISION:** Airport

DEPARTMENT: FBO

**FROM:**

**TO:**

**AMOUNT:**

TITLE	142-5775-000-499
ACCT.#	Capital

**TITLE** 142-5775-000-304  
**ACCT#** Professional Serv

79,900.00

TITLE	ACCT.#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

TITLE	ACCT#

[illegible]**Total**

79,900.00

**Explain, in COMPLETE DETAIL, the reason for the transfer.**

**REASON:**

Transfer to cover cleanup and removal of the birds from the Maintenance hanger. The removal was necessary as this was becoming a safety issue.

**Is this transfer within your department?**

**(Circle One)**

**Yes**

**No**

**Is this transfer within your division?**

**(Circle One)**

**Yes**

**No**

**DEPT. HEAD:**

DATE: \_\_\_\_\_

#### DIVIS HEAD:

DATE:

**FINANCE:**

DATE:

**ADMINISTRATOR:**

DATE:

**Journal Entry #**

DATE:



# MEMORANDUM

**DATE:** October 21, 2019

**TO:** Robert Carroll  
Purchasing Director

**FROM:** Judy Shelato                      Matt Schell  
Special Projects Manager   Parks & Rec Manager

**SUBJECT:** BID #19-060 ADDITIONAL FUNDING REQUEST  
Green Pond Landing Phase II Improvements

As was anticipated, the excavation of the hillside presented 1885CY more blast rock than the 1600CY bid quantity. Additional concrete was also required for the footing as the rock excavation created uneven and loose margins that could only be filled with concrete. Plus, a possible additional need for 57 stone in lieu of soil behind the walls, due to compaction restrictions, is also anticipated. Additionally, we recommend that concrete paving be installed in the ADA parking area rather than the bid asphalt paving, for long-term durability and better control of the ADA paving specifications. These project funding needs require an additional \$103,000 in funding for the project, above the 10% overage approved by County Council.

The contractor has been generous in providing the county a 13% reduction in the rock excavation unit price, from \$116/CY to \$101/CY. He has also provided at least 150CY of structural fill from another construction site at no charge to the County, to replace soil on site that cannot be used for structural backfill. He also moved 1800CY of large boulders to various locations within Green Pond Landing site as a favor to the County, instead of hauling off the boulders. Many of them were used to reinforce and preserve the park's shoreline.

The estimated breakdown of the additional costs and deductions follows:

## ADDITIONAL COSTS

\$ 87,737	Additional rock excavation cost after price reduction
\$ 13,200	Additional 38CY foundation concrete
\$ 19,000	Additional 57 stone backfill
\$ 26,650	<u>Additional concrete paving cost for ADA parking area</u>
\$146,587	<b>Total Additional Costs</b>

**Tommy Dunn**  
Chairman, District 5

**Craig Woolen**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



# MEMORANDUM

## DEDUCTIONS

\$ 19,500	Parge Coat
\$ 20,587	Unclassified Excavation savings
\$ 3,500	<u>Curb &amp; Gutter reduction</u>
\$ 43,587	Total Deductions
\$103,000	Total Funding Needed

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Tom Allen**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org

**RECREATION FUND APPROPRIATIONS  
APPLICATION FORM**

**WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:  
DISTRICT: 1**

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
[lacroegaert@andersoncountysc.org](mailto:lacroegaert@andersoncountysc.org)  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation: Anderson Area YMCA – Reindeer Run
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): District 1 - \$3000.00
3. The purpose for which the funds are being requested: To market and promote the family friendly road race.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes, please see attached
5. Contact Person: Julie Usherwood  
Mailing Address: Anderson Area YMCA 201 East Reed Road Anderson, SC 29621  
Phone Number: 864-716-6271
6. Statement as to whether the entity will be providing matching funds:  
There will be no matching funds.

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

 Signature	Julie Usherwood Print Name	11/7/19 Date
---	-------------------------------	-----------------



State of South Carolina  
Office of the Secretary of State  
The Honorable Mark Hammond

Jun 25, 2019

YMCA of Anderson, Inc.  
Mr. Joe Drennon  
201 E. Reed Rd.  
Anderson, SC 29621

RE: Registration Confirmation

Charity Public ID: P2932

Dear Mr. Joe Drennon :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on May 15, 2020.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4 ½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.00.

If you have any questions or concerns, please visit our website at [www.sos.sc.gov](http://www.sos.sc.gov) or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham  
Director, Division of Public Charities

## RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:  
DISTRICT: 2

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:  
**Palmetto Knights**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **District 2: \$1,000.00; District 4: \$1,000.00**
3. The purpose for which the funds are being requested:  
**For the last 2 years, T. Ed Garrison Arena has been chosen to host a national team qualifying event for attending the international world championship Battle of the Nations event in the sport of medieval combat. Teams chosen in Anderson, SC the last 2 years have fought in Serbia earlier this year and in Italy in 2018. Each National team consists of up to 55 fighters and they compete in a variety of events such as single combat, 5v5 competitions and larger melees that can be 10v10, 16v16, 21v21, and even up to 30v30. The last two years this event has chosen the final team members to compete with native South Carolinians making the team both years.**

**Once again, this event comes to Anderson, SC and this year we go INTERNATIONAL!!! We have already been contacted by one team traveling down from Canada to compete with a second team possible as well. I would love to work with businesses with foreign ownership in the area to get teams from their homelands to come to compete. For instance, we intend to approach TTI to sponsor a Chinese team, Bosch to sponsor a German team etc.**

**Last year, we had over 100 fighters and support staff and several hundred spectators in the stands watching the fighting and the selection process. This year looks like we will have even more. Last year, after the day's fighting, we**

## RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:  
DISTRICT: 4

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:  
**Palmetto Knights**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **District 2: \$1,000.00; District 4: \$1,000.00**
3. The purpose for which the funds are being requested:  
**For the last 2 years, T. Ed Garrison Arena has been chosen to host a national team qualifying event for attending the international world championship Battle of the Nations event in the sport of medieval combat. Teams chosen in Anderson, SC the last 2 years have fought in Serbia earlier this year and in Italy in 2018. Each National team consists of up to 55 fighters and they compete in a variety of events such as single combat, 5v5 competitions and larger melees that can be 10v10, 16v16, 21v21, and even up to 30v30. The last two years this event has chosen the final team members to compete with native South Carolinians making the team both years.**

**Once again, this event comes to Anderson, SC and this year we go INTERNATIONAL!!! We have already been contacted by one team traveling down from Canada to compete with a second team possible as well. I would love to work with businesses with foreign ownership in the area to get teams from their homelands to come to compete. For instance, we intend to approach TTI to sponsor a Chinese team, Bosch to sponsor a German team etc.**

**Last year, we had over 100 fighters and support staff and several hundred spectators in the stands watching the fighting and the selection process. This year looks like we will have even more. Last year, after the day's fighting, we**

**brought those interested over to Golden Corral to let them feast. We ended up having over 70 fighters, support people and even a few fans who came to Anderson to eat. Anderson has repeatedly shown its hospitality to these participants and we hope it will continue to do so even more this upcoming year.**

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

**Yes, please see attached from the SC Sec of State's Office and the IRS**

5. Contact Person: **Howard E. (Trey) Sutter III**  
Mailing Address: **136 McGaha RD. Easley, SC 29640**  
Phone Number: **864-787-3589**  
Email: **TreySutter@gmail.com**

6. Statement as to whether the entity will be providing matching funds:

**Palmetto Knights has \$500.00 in seed money from the Clemson Chamber of Commerce that only pays the down payment on the Arena. The event is also selling tickets in advance and at the door as well as seeking corporate sponsorships.**

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

---

Signature \_\_\_\_\_ / \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

# Business Entities Online

File, Search, and Retrieve Documents Electronically

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## PALMETTO KNIGHTS

### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina  
State:

### Important Dates

Effective Date 11/24/2014

:

Expiration N/A  
Date:

Term End N/A  
Date:

Dissolved N/A  
Date:

### Registered Agent

Agent: HOWARD E. SUTTER III

Address: 200 E MAIN ST  
EASLEY, South Carolina 29640

### Official Documents On File

Filing Type	Filing Date
Incorporation	11/24/2014

**RECREATION FUND APPROPRIATIONS  
APPLICATION FORM**

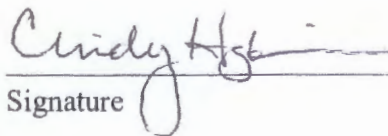
WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT:   6 (Jimmy Davis)  

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:  
*Greater Easley Chamber of Commerce - Powdersville Business Council*
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): *\$5,000*
3. The purpose for which the funds are being requested:  
*Powdersville community day (Rhythm on the River – May 2, 2020)*
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.  
  
*Yes. Please see attachments.*
5. Contact Person: Cindy Hopkins  
Mailing Address: PO Box 241, Easley, SC 29641  
Phone Number: 864-859-2693  
Email: chopkins@easleychamber.org
6. Statement as to whether the entity will be providing matching funds:  
  
*Yes. Powdersville Business Council will be matching this contribution at a minimum of 100%*

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

  
Signature

Cindy Hopkins  
Print Name

11/13/19  
Date

# Business Entities Online

File, Search, and Retrieve Documents Electronically

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## GREATER EASLEY CHAMBER OF COMMERCE

### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina  
State:

### Important Dates

Effective Date 08/13/1947

:

Expiration N/A  
Date:

Term End N/A  
Date:

Dissolved N/A  
Date:

### Registered Agent

Agent: HEADQUARTERS

Address: PO BOX 241 EASLEY SC  
, South Carolina

### Official Documents On File


Filing Type	Filing Date
Amendment	03/12/1986
Incorporation	08/13/1947

### Former Names

Name	Filing Date
EASLEY CHAMBER OF COMMERCE	N/A

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:  
DISTRICT: All

make this application on behalf of the above named entity.

 Kenneth I. Donaldson 11-5-19

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

# Business Entities Online

File, Search, and Retrieve Documents Electronically

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## TACKLING THE STREETS

### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina  
State:

### Important Dates

Effective Date 08/19/2011

:

Expiration N/A  
Date:

Term End N/A  
Date:

Dissolved N/A  
Date:

### Registered Agent

Agent: EMMANUEL DONALDSON

Address: 114 LANDAU LN  
ANDERSON, South Carolina 29625

### Official Documents On File

Filing Type	Filing Date
Amendment	01/12/2012
Incorporation	08/19/2011



**Presents**

**\*Guest Speakers, Singing, Talent Show & Live Music\***

**The Work Continues!**

# STOP THE VIOLENCE

## Live Peace

**\* Come Out and Support Your Community!  
Bring Your Family and Friends.**

**Date: November 23, 2019**

**Doors Open at 4**

**Program at 5**



Pastor Tabitha Johnson  
Tabernacle of Deliverance



Rev. Dr. Derrick Scott  
Elder of  
Abbeville-Greenwood-A.M.E.



Uriah Gaskins  
Atlanta Georgia

**Tabernacle of Deliverance Gospel  
Choir\***

**\*Golden Stars\***

**\*Christian Johnson\***

**\*D.J. Flea\***

Tackling the Streets is a 501C(3) Non Profit Organization

Tackling the Streets P.O. Box 14291 Anderson, SC 29624 | Phone: 864 -309-4208

**Anderson County Building & Codes**  
**Monthly Activity Report**  
**Oct-19**

<b>Total Number Permit Transactions:</b>	<b>911</b>	
<i>New Single Family:</i>	<i>75</i>	
<i>New Multi-Family:</i>	<i>7</i>	
<i>Residential Additions/Upgrades:</i>	<i>15</i>	
<i>Garages/Barns/Storage:</i>	<i>24</i>	
<i>New Manufactured Homes:</i>	<i>15</i>	
<i>New Commercial:</i>	<i>3</i>	
<i>Commercial Upfits/Upgrades:</i>	<i>4</i>	
<i>Courtesy Permits/Fees Waived:</i>	<i>4</i>	(See Attached)

**Inspection Activity:**

<i>Citizens Inquiries:</i>	<i>39</i>	(Includes Updating Sub-Standard Cases)
<i>(New &amp; Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>		
<i>Tall Grass Complaints (New and Follow Ups):</i>	<i>6</i>	
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<i>1004</i>	
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<i>21</i>	
<i>Manufactured Home Inspections:</i>	<i>101</i>	
<b>Total Number of Inspections (Site Visits) for Department:</b>	<b>1171</b>	

**Reviews/Misc. Activity:**

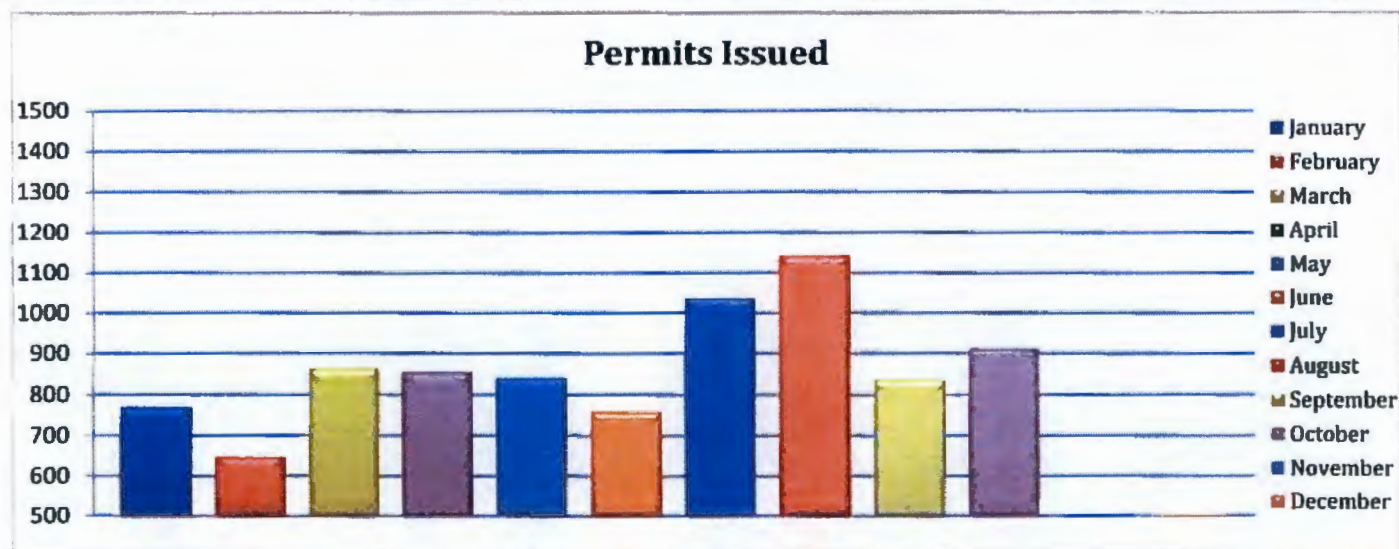
<i>Plans Reviewed:</i>	<i>240</i>	(Includes preliminary consultations, resubmittals and solar)
<i>Mech/Elec/Plumb Reviews:</i>	<i>46</i>	(Includes residential solar)
<i>New Derelict Manufactured Home Cases:</i>	<i>0</i>	
<i>Hearings:</i>	<i>0</i>	
<i>Court Cases:</i>	<i>0</i>	

**Revenue Collected:**

<i>Reinspection Fees Collected:</i>	<i>\$735.00</i>
<i>Plan Review Revenue:</i>	<i>\$9,035.10</i>
<b>Total Revenue For The Month:</b>	<b>\$134,278.30</b>

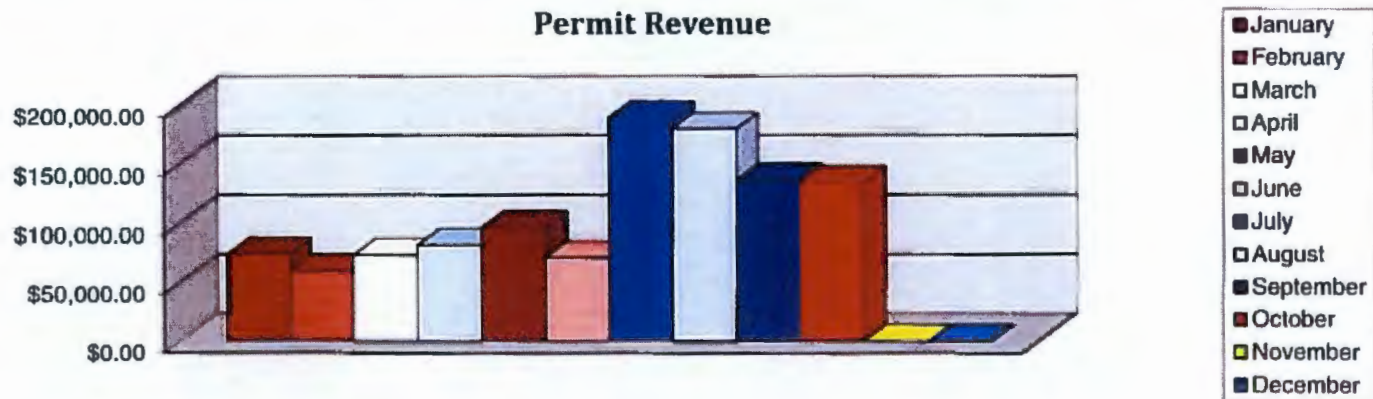
## Anderson County Building & Codes Permits Issued for 2019

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	178	185	121	133	86	17	10	39	769
February	181	154	95	102	64	6	6	38	646
March	237	228	126	129	84	11	18	29	862
April	232	221	132	132	79	15	13	31	855
May	219	256	115	112	82	12	15	29	840
June	199	189	132	128	51	15	8	37	759
July	243	296	151	152	116	24	14	40	1036
August	277	310	191	190	101	19	16	39	1143
September	216	229	129	137	86	9	9	21	836
October	220	248	134	138	92	16	13	50	911
November	0	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>2202</b>	<b>2316</b>	<b>1326</b>	<b>1353</b>	<b>841</b>	<b>144</b>	<b>122</b>	<b>353</b>	<b>8657</b>



## Anderson County Building & Codes Permit Revenue for 2019

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$43,648.80	\$11,291.00	\$5,620.00	\$7,895.00	\$1,891.20	\$675.00	\$150.00	\$3,141.50	\$74,312.50
February	\$33,766.00	\$10,541.00	\$4,332.50	\$5,455.00	\$1,534.20	\$270.00	\$75.00	\$3,710.30	\$59,684.00
March	\$37,851.60	\$12,461.00	\$4,714.50	\$8,141.00	\$2,413.60	\$495.00	\$270.00	\$7,067.00	\$73,413.70
April	\$43,991.00	\$13,438.00	\$5,959.50	\$8,580.00	\$2,164.30	\$585.00	\$195.00	\$6,655.70	\$81,568.50
May	\$49,681.40	\$15,751.00	\$4,978.50	\$8,685.00	\$2,536.70	\$540.00	\$225.00	\$14,034.80	\$96,432.40
June	\$40,207.40	\$10,140.00	\$5,712.00	\$7,655.00	\$1,624.80	\$585.00	\$120.00	\$5,159.60	\$71,203.80
July	\$112,994.80	\$23,368.00	\$12,373.00	\$11,810.00	\$3,502.00	\$990.00	\$665.00	\$23,327.30	\$189,030.10
August	\$112,060.60	\$22,290.00	\$14,023.00	\$14,385.00	\$4,220.00	\$855.00	\$800.00	\$10,561.40	\$179,195.00
September	\$88,800.80	\$17,361.00	\$9,816.00	\$11,210.00	\$3,029.00	\$135.00	\$400.00	\$5,451.80	\$136,203.60
October	\$79,163.20	\$18,170.00	\$10,747.00	\$11,853.00	\$3,390.00	\$585.00	\$600.00	\$9,770.10	\$134,278.30
November	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
December	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$642,165.60</b>	<b>\$154,811.00</b>	<b>\$78,276.00</b>	<b>\$95,669.00</b>	<b>\$26,305.80</b>	<b>\$5,715.00</b>	<b>\$3,500.00</b>	<b>\$88,879.50</b>	<b>\$1,095,321.90</b>



**REPORT OF BUILDING OR  
ZONING PERMITS ISSUED AND  
LOCAL PUBLIC CONSTRUCTION**

For the month of: **Oct-19**

**ANDERSON COUNTY BUILDING & CODES**  
P.O. Box 8002  
ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below

- ☐ Discontinued issuing permits  
☐ Merged with another system  
☐ Split into two or more systems  
☐ Annexed land areas  
☐ Had other changes

PLEASE RETURN THE WEEK OF:

If NO PERMITS were issued during this period, mark (X) and return this form

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>		101	75	75	\$18,659,134			
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters		102	7	7	\$994,880			
Two-family buildings		103						
Three-and four-family buildings		104						
Five-or-more family buildings		105						
<b>TOTAL: Sum of 101-105</b>		109	82	82	\$19,654,014	0	0	\$0.00
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>		213						
Other non-housekeeping shelter		214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational		318						
Churches and other religious		319						
Industrial		320						
Parking garages (buildings & open decks)		321						
Service stations and repair garages		322						
Hospitals and institutional		323	1		\$49,122			
Offices, banks, and professional		324						
Public works and utilities		325	1		\$561,300			
Schools and other educational		326						
Stores and customer services		327	1		\$113,400			
Other nonresidential buildings		328	15		\$621,445			
Structures other than buildings		329	10		\$476,275			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential - <i>Classify additions of garages and carports in Item 438</i>		434	15		\$1,508,870			
Nonresidential and non-housekeeping		437	4		\$1,392,239			
Additions of residential garages and carports <i>(attached and detached)</i>		438	9		\$401,328			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)		(e)	(f)	
Single-family houses (attached and detached)		645	3					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	11					

HCR021  
REQUESTED BY: TEDOWDY

ANDERSON COUNTY BUILDING CODES  
CENSUS REPORT FOR 10/01/2019 TO 10/31/2019  
COURTESY PERMITS

8:38:15 11/01/19 PAGE 1

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
=====				
MOD 702 COURTESY PERMIT/NO CHARGE				
201907793	10/01/2019	1.00	SANDERS DENNIS E + PAMELA J	COURTESY DEMO MH LICENSE 35289
201907804	10/01/2019	1,500.00	RES SOUTH CAROLINA HOLDINGS LLC	ARTHREX-ELEC FOR IRRIGATION WE
201907817	10/02/2019	24,500.00	ANDERSON COUNTY	WHITFIELD CONVENIENCE CTR/ELEC
201907886	10/09/2019	94,700.00	HABITAT FOR HUMANITY OF ANDERSON INC	SINGLE FAMILY DWELLING-HABITAT
TOTALS:	4	120,701.00		

November 14, 2019

DISTRICT 1 - SPECIAL PROJECTS  
001-5829-001-241  
FY Ended June 30, 2020

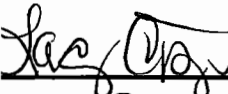
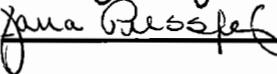
Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	59.43
7/16/2019	7/24/2019	75684	Anderson Area YMCA	(5,000.00)
7/16/2019	7/24/2019	75682	Anderson Arts Center	(1,000.00)
7/16/2019	7/24/2019	75778	Lights of Hope (Anderson)	(100.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(250.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(1,000.00)
8/6/2019	8/14/2019	76612	Anderson Pregnancy Care	(10,000.00)
8/20/2019	8/28/2019	77154	Cardinal Racquet Club	(800.00)
8/20/2019	8/28/2019	77113	Upstate Chapter of American Red Cross	(1,500.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(300.00)
9/3/2019	9/11/2019	77616	Anderson County Human Society	(300.00)
9/3/2019	9/11/2019	77623	Anderson Lights of Hope	(300.00)
9/17/2019	9/25/2019	78367	SC Genealogical Society (Anderson County Chapter)	(250.00)
11/6/2019	11/13/2019	80237	GAMAC	(1,500.00)

SUB-TOTAL 7,759.43

Committed:

Ending Balance 7,759.43

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

  
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Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: November 14, 2019

DATE: November 14, 2019

November 14, 2019

DISTRICT 2 - SPECIAL PROJECTS  
001-5829-002-241  
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	6,607.57
7/16/2019	7/24/2019	75778	Lights of Hope (Anderson)	(200.00)
7/16/2019	7/24/2019	75751	Generation 4	(1,000.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(200.00)
8/6/2019	8/14/2019	76606	Food for luncheon - Community Meeting	(27.55)
8/6/2019	8/14/2019	76670	Friends of Broadway Lake	(3,000.00)
8/20/2019	8/28/2019	77165	Anderson Recreation (Scholarships)	(3,500.00)
10/1/2019	10/9/2019	78817	Men at Work	(400.00)
11/6/2019	11/13/2019	80308	SC Dog Therapy	(1,500.00)

SUB-TOTAL

26,780.02


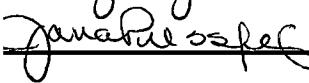
Committed:

8/6/2019	Food for luncheon - Community Meeting	(47.45)
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Ending Balance

26,732.57

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

  
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Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: November 14, 2019

DATE: November 14, 2019

November 14, 2019

DISTRICT 3 - SPECIAL PROJECTS  
001-5829-003-241  
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	1,000.00
7/16/2019	7/24/2019	75691	Anderson Jets Club	(500.00)
7/16/2019	7/24/2019	75704	Belton Area Museum	(1,000.00)
7/16/2019	7/24/2019	75733	Crescent High (Anglers Bass Master travel)	(1,000.00)
7/16/2019	7/24/2019	75764	Homeland Park Fire	(750.00)
7/16/2019	7/24/2019	75776	Leverette-Thomas American Legion	(2,000.00)
9/3/2019	9/11/2019	77617	Anderson County Human Society	(100.00)
9/3/2019	9/11/2019	77626	Anderson Pregnancy Care	(2,500.00)
9/3/2019	9/11/2019	77655	City of Belton (Parks and Recreation)	(5,000.00)
9/17/2019	9/25/2019	78190	Belton Center for the Arts	(500.00)
9/17/2019	9/25/2019	78381	Starr Athletic Association	(5,000.00)
10/1/2019	10/9/2019	78755	Anderson School District 2 (Fall Games)	(500.00)
10/1/2019	10/9/2019	Trans 1006	Museum ( Hall of Fame Induction)	(150.00)
10/1/2019	10/9/2019	78880	Play Safe (Student Athletes)	(500.00)
10/15/2019	10/23/2019	79431	Cancer Association of Anderson	(750.00)
10/15/2019	10/23/2019	79490	Iva Recreation Association (Batting Cages)	(5,000.00)


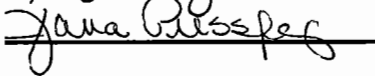
SUB-TOTAL 5,750.00

Committed:

4/2/2019 Sheriff Office for Wireless Lanyard (1,000.00)

Ending Balance 4,750.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: November 14, 2019

DATE: November 14, 2019

November 14, 2019

DISTRICT 4 - SPECIAL PROJECTS  
001-5829-004-241  
FY Ended June 30, 2020

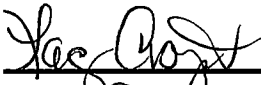
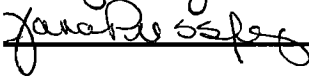
Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
---	---	---	Budget 2019 - 2020	25,000.00
---	---	---	From Accommodations Fee	5,000.00
			Brought Forward	15,456.99
			During Budget Process - Crisis Pregnancy Center	(1,000.00)
7/16/2019	7/24/2019	75683	Anderson Area YMCA	(500.00)
7/16/2019	7/24/2019	75685	Anderson Arts Center	(200.00)
7/16/2019	7/24/2019	75691	Anderson Jets Club	(200.00)
7/16/2019	7/24/2019	75776	Leverette-Thomas American Legion	(200.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(1,000.00)
7/16/2019	7/18/2019	8118 -Treas	Town of Honea Path Recreation Dept.	(200.00)
7/16/2019	7/24/2019	75853	Townville Recreation Dept.	(6,000.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(500.00)
8/6/2019	8/14/2019	76613	Anderson Pregnancy Care	(500.00)
8/6/2019	8/14/2019	76655	Distinguished Young Women	(250.00)
8/6/2019	8/14/2019	76760	Shalom House Ministries	(750.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(200.00)
9/3/2019	9/11/2019	77618	Anderson County Human Society	(300.00)
9/3/2019	9/11/2019	77683	First Tee of the Upstate	(500.00)
9/17/2019	9/25/2019	78190	Belton Center for the Arts	(300.00)
9/17/2019	9/25/2019	78367	SC Genealogical Society (Anderson County Chapter)	(300.00)
10/1/2019	10/9/2019	Trans 1006	Museum ( Hall of Fame Induction)	(150.00)
10/1/2019	10/9/2019	78880	Play Safe (Student Athletes)	(1,000.00)
10/15/2019	10/23/2019	79429	Bridge Center Recovery (Fire Hydrant)	(1,500.00)
11/6/2019	11/13/2019	80237	GAMAC	(200.00)
			SUB-TOTAL	29,706.99

Committed:

Ending Balance

29,706.99

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

  
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Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: November 14, 2019

DATE: November 14, 2019

November 14, 2019

DISTRICT 5 - SPECIAL PROJECTS  
001-5829-005-241  
FY Ended June 30, 2020

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	6,070.05
			During Budget Process - Crisis Pregnancy Center	(3,000.00)
			During Budget Process - Anderson Oconee Speech & Hearing	(2,430.00)
6/28/2019	7/17/2019	75525	Homeland Park Fire (July 4th Celebration)	(3,500.00)
7/16/2019	7/24/2019	75686	Anderson Arts Center	(200.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(4,000.00)
7/16/2019	7/18/2019	8118 -Treas	Town of Honea Path Recreation Dept.	(200.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(500.00)
8/6/2019	8/14/2019	76614	Anderson Pregnancy Care	(500.00)
8/6/2019	8/14/2019	76656	Distinguished Young Women	(250.00)
8/6/2019	8/14/2019	76671	Friends of Sadlers Creek	(1,500.00)
8/6/2019	8/14/2019	76760	Shalom House Ministries	(500.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(100.00)
9/3/2019	9/11/2019	77619	Anderson County Human Society	(300.00)
9/17/2019	9/25/2019	78367	SC Genealogical Society (Anderson County Chapter)	(800.00)
10/1/2019	10/9/2019	Trans 1006	Museum ( Hall of Fame Induction)	(450.00)
10/1/2019	10/9/2019	78880	Play Safe (Student Athletes)	(750.00)
10/15/2019	10/23/2019	79429	Bridge Center Recovery (Fire Hydrant)	(1,500.00)
11/6/2019	11/13/2019	80237	GAMAC	(200.00)

SUB-TOTAL

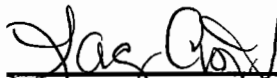
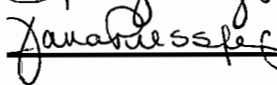
15,390.05

Committed:

Ending Balance

15,390.05

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

  
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Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: November 14, 2019

DATE: November 14, 2019

November 14, 2019

DISTRICT 6 - SPECIAL PROJECTS  
001-5829-006-241  
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	5,294.45
7/16/2019	7/19/2019	75847	Tackling the Streets	(500.00)
8/6/2019	8/14/2019	76657	Distinguished Young Women	(250.00)
8/6/2019	8/14/2019	76760	Shalom House Ministries	(250.00)
8/20/2019	8/28/2019		Carolina Elite Soccer Academy	(3,000.00)
8/20/2019	8/28/2019		Powdersville Fishing Team	(1,500.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(100.00)
9/3/2019	9/11/2019	77810	Wren High School (Middle School Bass Team)	(1,500.00)
9/17/2019	9/25/2019	78367	SC Genealogical Society (Anderson County Chapter)	(500.00)
10/1/2019	10/9/2019	Trans 1006	Museum ( Hall of Fame Induction)	(150.00)

SUB-TOTAL

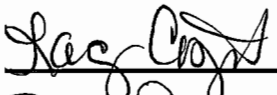
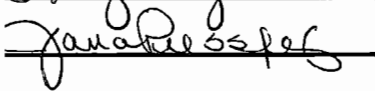
27,544.45

Committed:

Ending Balance

27,544.45

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: November 14, 2019  
DATE: November 14, 2019

November 14, 2019

DISTRICT 7 - SPECIAL PROJECTS  
001-5829-007-241  
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	5,000.00
7/16/2019	7/24/2019	75691	Anderson Jets Club	(600.00)
7/16/2019	7/24/2019	75719	Caroline Community Center	(5,000.00)
7/16/2019	7/18/2019	8118 -Treas	Town of Honea Path Recreation Dept.	(2,000.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(1,000.00)
8/6/2019	8/14/2019	76615	Anderson Pregnancy Care	(300.00)
8/6/2019	8/14/2019	76658	Distinguished Young Women	(300.00)
8/6/2019	8/14/2019	76722	Pelzer Heritage Commission	(3,500.00)
8/6/2019	8/14/2019	76760	Shalom House Ministries	(300.00)
8/20/2019	8/28/2019	77207	Honea Path Free Clinic	(1,000.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(100.00)
9/3/2019	9/11/2019	77620	Anderson County Human Society	(300.00)
9/3/2019	9/11/2019	77623	Anderson Lights of Hope	(100.00)
11/6/2018	9/4/2019	77561	ACOG Grant administering for Town of Pelzer	(5,000.00)
9/17/2019	9/25/2019	78367	SC Genealogical Society (Anderson County Chapter)	(500.00)
9/17/2019	9/25/2019	78395	Town of West Pelzer	(2,500.00)
10/1/2019	10/9/2019	78755	Anderson School District 2 (Fall Games)	(700.00)
10/1/2019	10/9/2019	Trans 1006	Museum ( Hall of Fame Induction)	(150.00)
8/6/2019	10/16/2019	79038	Cheddar Youth	(2,500.00)
11/6/2019	11/13/2019	80237	GAMAC	(200.00)

SUB-TOTAL 8,950.00

Committed:

Ending Balance 8,950.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

  
\_\_\_\_\_  
  
\_\_\_\_\_

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: November 14, 2019

DATE: November 14, 2019

# Paving Report October 31, 2018

Total	\$2,270,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer In	\$770,842.04

Prepared by: Amy Merritt

Date: November 8, 2019

Certified by: Neil Carney

Date 11/14/19

Committed	\$2,270,840.04
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AVAILABLE	\$2.00
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Approved Date	Project	Projects/Towns-Cities/Other		Total Spent to Date	Completion Date
		Scope	Appropriated Amount		
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$2,500.96	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$0.00	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$10,200.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$0.00	
08/21/18	School District Road in D6	Paving	\$20,000.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$60,000.00	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$1,529,423.81	
		Totals:	\$2,270,840.04	\$1,881,883.32	

Road Name	District	Scope of Work	Estimate	Total Spent to Date	Completion Date
Hobson Road	1	CS/Pave	\$83,571	\$80,896.39	
Oakridge Court	1	CS/Pave	\$18,908	\$19,346.79	
Harbison Drive	7	FDP/Pave	\$46,633	\$0.00	
Plantation Road	4	CIPR	\$51,000	\$0.00	
Branch Road	4	CIPR	\$86,288	\$0.00	
Valley Drive	4	CIPR	\$43,144	\$0.00	
Meadow Road	4	CIPR	\$51,584	\$0.00	
Governor's Boulevard	1	FDR/Pave	\$171,024	\$164,979.09	
Hopewell Ridge	7	CIPR/Pave	\$152,636	\$66,074.03	
Winding Creek Road	7	CIPR/Pave	\$73,901	\$35,311.07	
Creekside Court	7	CIPR/Pave	\$14,425	\$11,698.50	
Crossridge Lane	7	CIPR/Pave	\$17,224	\$13,858.63	
Old Oak Trail	7	CIPR/Pave	\$21,092	\$18,191.28	
Grove Road	2/3	Pave	\$142,944	\$141,807.19	
Shirley Drive	2	Pave	\$175,467	\$0.00	
Airline Road	3/5	FDP/ST/FS	\$243,293	\$236,258.70	
Firetower Road	6/4	FDP/ST/FS	\$142,982	\$188,392.08	
Old Webb Road	5	FDP/Pave	\$184,905	\$175,095.03	
Holden Lane	5	Mill/Binder/Pave	\$10,515	\$12,895.20	
Cely Lane	6	FDP/Pave	\$244,679	\$364,619.83	
			\$1,976,215...	\$1,529,423.81	

FDP = Full-Depth Patching; FDR = Full-Depth Reclamation; ST = Single-Treatment; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

## District 1 Paving Report

Through October 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$65,290.00
Committed	\$65,290.00
<b>AVAILABLE</b>	<b>\$0.00</b>

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Towns-Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson	-	\$0.00	\$0.00	
11/2/2016	Civic Center	Upgrade roads, landscaping	\$110,000.00	\$56,306.16	incomplete
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$6,500.00	\$3,903.03	incomplete
		Totals:	\$125,500.00	\$60,209.19	

		District 1 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies now in account 000					
		Totals:	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31, 2019.

Prepared By: Amy Merritt

## Roads & Bridges

Date \_\_\_\_\_

*Amy Merritt*

November 8, 2019

Certified By: Neil Carney

Neil Carney

Date \_\_\_\_\_

New 8  
11/14/19

## District 2 Paving Report

Through October 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
<b>AVAILABLE</b>	<b>\$0.00</b>

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Cities&Towns/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson	Grading/Drainage		\$0.00	
Totals:			\$0.00	\$0.00	

District 2 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31, 2019

Prepared By: Amy Merritt

Roads & Bridges

Date

Amy Merritt

November 8, 2019

Certified by: Neil Carney

Neil Carney

Date

New &  
11/14/19



## District 4 Paving Report

Through October 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$12,455.00
Committed	\$12,455.00
<b>AVAILABLE</b>	

FDP = Full Depth Patching; FDR = Full Depth Reclamation, ST = Single Treat; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Pendleton	Grading/drainage	\$39,500.00	\$27,042.90	incomplete
Totals:			\$39,500.00	\$27,042.90	

District 4 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31, 2019

Prepared By: Amy Merritt

Roads & Bridges  
Date

Amy Merritt  
November 8, 2019

Certified By: Neil Carney

Neil Carney  
Date

Now 86  
11/14/19

## District 5 Paving Report

Through October 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
<b>AVAILABLE</b>	<b>\$0.00</b>

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
Totals:			\$0.00	\$0.00	

District 5 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31, 2019

Prepared By: Amy Merritt      Roads and Bridges  
Date

Certified By: Neil Carney      Neil Carney  
Date

Amy Merritt  
November 8, 2019

Neil Carney  
11/14/19

## District 6 Paving Report

Through October 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
<b>AVAILABLE</b>	<b>\$0.00</b>

FDP = Full Depth Patching; FDR = Full Depth Reclamation, ST = Single Treat; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
Totals:			\$0.00	\$0.00	

District 6 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge,  
is up-to-date and is accurate information as of October 31, 2019

Prepared By: Amy Merritt

Roads and Bridges  
Date

Amy Merritt

November 8, 2019

Certified By: Neil Carney

Neil Carney  
Date

NEW  
11/14/19

## District 7 Paving Report

Through October 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$47,665.07
Committed	\$47,665.07
<b>AVAILABLE</b>	<b>\$0.00</b>

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Honea Path	Grading/drainage	\$48,000.00	\$48,000.00	3/21/2017
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00	\$25,627.46	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00	\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00	\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00	\$24,579.51	incomplete
Totals:			\$172,500.00	\$101,019.52	

District 7 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31, 2019

Prepared By: Amy Merritt

Roads and Bridges

Date

Amy Merritt

November 8, 2019

Neil Carney

Date

Nov 8  
11/14/19



## ANDERSON COUNTY SHERIFF'S OFFICE

### October 2019

Uniform Patrol	
Average Daily Calls for Service	386
Total Calls for Services	11,983
Total Number of Incident Reports	1,401
Total Number of Arrests	385
Total Number of "Domestic" Incidents	61
Total Number of "Unlawful Conduct Towards a Child" Reports	5

Detention Center	
Average Daily Population	450
Average Daily Population Capacity Percentage	180.0%
Total Number of Meals Served	41,027
Litter Crew: Total Miles Cleaned/Cleared	25
Litter Crew: Total Number of Trash Bags Processed	641
Litter Crew: Total Number of Tires Removed	112

Communications Center	
Average Daily Calls for Service	987
Total Calls for Assistance	30,583

Records	
Total DSS Histories & Reports	490
Total Non Ferrous Metal Permits	163
Total Number of Tickets	227
Total Number of Case Jackets to Court	118

Code Enforcement Investigations	
Total Number of Traffic Tickets	38
Number of Ordinance Summons/Clean Up Orders	6
Cases Month Started	23
Cases Month Ending (Pending)	10

Worked the Following:

Worked traffic for Jimmy Davis on Major Rd & Moore Rd.

Worked traffic for Major Hill on Bolt Dr.

Worked traffic for Rusty Burns on Bowlan Rd.

Worked traffic for Major Hill on George Brock Rd.

Helped w/Firearms training on Tuesdays & Thursdays

Two days of training at the Academy for firearms

6 hours in Aviation

Worked litter control coming off commercial trucks on Hwy 81 S & True Temper Rd

Animal Control	
Average Daily Calls for Service	25
Total Calls for Service	783
Total Number of Animals Collected/Transported	134
Total Number of State Tickets/Arrest Warrants	3
Total Number of County Ordinance Tickets/Warnings Issued	9/165
Traffic Stops/Reports Written	33/25
Large Animal Calls	33

Forensics	
Total Individual Analysis Completed	4,746
Total Number of Evidence Pieces Collected	890
Total Number of Evidence Pieces Processed	516
Total Number of CSI Calls	151
Total Number of Photos Taken	5,784
Total Number of Finger Prints Collected	176

Civil Process & Warrants	
Total Number of Civil Papers Received	1,112
Total Number of Civil Papers Served(Road Inc)	1,061
Total Number of Evictions Scheduled	103
Total Number of Evictions Completed	57
Hours Spent on Evictions	32
Total Number of Pick Up Orders	7
Hours Spent on Pick Up Orders	4
Total Warrants Received	506
Total Warrants Served	241

Courthouse	
Number of People Screened	38,506
Courthouse, Annex, Summary Crt & Library	
Number of Juveniles Transported	8
Number of Walk-Up Bench Warrants	2
Number of Family Court Cases	411
Number of Inmates Through Courthouse	248
Number of Bank Transports Conducted	78
Number of Preliminary Hearings	42
Number of Keep Checks on County Parks	28